

Board Members

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



Staff

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

Board of Supervisors Regular Meeting Agenda

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

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

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

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The Board of Supervisors will convene their public meetings via video and teleconference as detailed below. Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting in the Board's Chambers.

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

https://youtu.be/oJlep8_DxNU

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

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

10:00 AM - REDISTRICTING PUBLIC HEARING INSTRUCTIONS – ENGLISH

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

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

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

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

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

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

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

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

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



I. 9:00 AM CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Pastor Arthur Fox – New Hope Orthodox Presbyterian Church

PLEDGE OF ALLEGIANCE

II. UNSCHEDULED APPEARANCES

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

III. APPROVAL OF MINUTES

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

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

IV. CONSENT CALENDAR

A. Behavioral Health Department:

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

B. Probation Department:

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

C. Sheriff's Department:

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

D. Administration:

1. Consider approving the Agreement with Vanir Construction Management Incorporated for capital project management services.

V. REGULAR AGENDA ITEMS

A. Administration – Larry Spikes

Waste Management – Bob Henry

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

B. Fire Department – William Lynch/Josh Cunningham

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

C. Sheriff's Department – Dave Robinson

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



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

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

E. Public Health Department – Edward Hill

1. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

VI. 10:00 AM PUBLIC HEARING

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

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

VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VIII. CLOSED SESSION

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

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



X.

ADJOURNMENT

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

FUTURE MEETINGS AND EVENTS

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

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

Board Members

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Craig Pedersen, District 4, Chairman
Richard Fagundes, District 5



Staff

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Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, July 20, 2021
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COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. On December 3, 2020, the State announced a regional Stay-at-Home order to slow the spread of COVID-19. In response to the State's additional restrictions, and for the protection of the public's health, the Board of Supervisors will convene their public meetings via video and teleconference as detailed below, and will close its Board Chambers to the public until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers.

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

<https://youtu.be/7MG4eBuijM> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230

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

10:00 AM - REDISTRICTING PUBLIC HEARING INSTRUCTIONS – ENGLISH

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

If you just wish to only listen to the public hearing you can go to this YouTube link <https://youtu.be/7MG4eBuijM> Through the YouTube link you cannot make comments so please see above for instructions to receive meeting link if you wish to make a comment.

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

Para comentar durante la reunión por teléfono o Internet, envíe un correo electrónico al Secretario de la Junta en cualquier momento antes o durante la reunión a bosquestions@co.kings.ca.us para obtener un número de teléfono, código de acceso y enlace de la reunión.

Si solo desea escuchar la audiencia pública puede ir a este enlace de YouTube-<https://youtu.be/bjVHAHsFJPM> A través del enlace de YouTube no puede hacer comentarios, por lo tanto, consulte las instrucciones anteriores para recibir el enlace de la reunión si desea hacer un comentario.



I. 9:00 AM CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Pastor Sylvia Gaston – Koinonia Church

PLEDGE OF ALLEGIANCE

ALL MEMBERS PRESENT

II. UNSCHEDULED APPEARANCES

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

Keith Fagundes, District Attorney, gave the Board an update on the status of current jury trials in Kings County.

Paula Massey stated that if the County plans on events for Valley Fever Awareness Month in the month of August she is available for assistance.

Sanja Bugay, Human Services Agency, stated that Antoinette Gonzales, Benefit Services Deputy Director of Human Services Agency, will be retiring this week after 33 years of service to Kings County.

Lupe Villa, Registrar of Voters, gave an update on the upcoming California Governor recall election and November election.

III. APPROVAL OF MINUTES

A. Report Out of Closed Session on June 22, 2021.

Larry Spikes, Interim County Administrative Officer stated that the Board by a vote of (JN, DV, CP, RF-Aye, RV-Recused) on June 22, 2021, Lee Burdick former County Counsel and the County finalized a separation agreement whereby Ms. Burdick agreed to end her employment with Kings County on July 13, 2021. As part of this agreement the County agreed to pay her \$250,000, approximately the equivalent of the remainder of her compensation for the balance of her four year term, and an additional \$250,000 as a separation payment.

B. Approval of the minutes from the July 13, 2021 regular meeting.

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

IV. CONSENT CALENDAR

A. Agriculture Department:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Organic Inspection Program, retroactively effective from July 1, 2021 to June 30, 2022. [Agmt 21-082]

B. Behavioral Health Department:

1. Consider approving an Agreement with Kings View for Narcotic Treatment Program Services, retroactively effective from December 1, 2020 to June 30, 2023. [Agmt 21-083]

C. County Counsel:

1. Consider approving the Agreement with Lozano Smith for outside legal services. [Agmt 21-084]

D. Human Resources:

1. Consider approving out-of-state travel for Personnel Technicians Jessica Cervantes and Eva Perez to attend the NEOGOV Annual User Conference in Las Vegas, Nevada from October 5-7, 2021.



CONSENT CALENDAR CONTINUED

E. Human Services Agency:

1. Consider approving the Memorandum of Understanding with Valley Regional Counties – Mutual Aid Plan Protocol for Post-Disaster Support and Services Accommodation for the CalFresh program.**[Agmt 21-085]**

F. Job Training Department:

1. a. Consider approving the Workforce Innovation and Opportunity Act Fiscal Year 2021-2023 Master Subgrant AA211010; and
b. Authorize the Director of Economic and Workforce Development to enter into Agreements necessary to carry out this Subgrant.**[Agmt 21-086]**

G. Public Health Department:

1. Consider approving an Agreement with Kings County Children & Families Commission (First 5) for staffing and administrative services.**[Agmt 21-087]**

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

V.

REGULAR AGENDA ITEMS

A. Administration – Larry Spikes

Waste Management – Bob Henry

1. Consider accepting the quarterly report from Chemical Waste Management.
Bob Henry was not able to join us, this item will be brought back on July 27, 2021.

B. Human Resources – Henie Ring

1. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Deputy Sheriff's Association for a term beginning July 1, 2021 and ending June 30, 2023.**[Agmt 21-088]**

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

C. Human Services Agency – Sanja Bugay/Antoinette Gonzales

1. Consider approving an Agreement with the Kings County Commission on Aging Council to provide continued Medi-Cal outreach and assistance for the Medi-Cal Health Enrollment Navigators Project, retroactively effective from July 1, 2021 to June 30, 2022.**[Agmt 21-089]**

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

D. Public Health Department – Edward Hill

1. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

Addendum E. Administration – Larry Spikes/Domingo Cruz

1. a. Consider approving the Board of State and Community Corrections Construction Agreement for the County's Senate Bill 81 Round Two Juvenile Center Remodel Project; and
b. Authorize the County Administrative Officer or his/her designee to sign any future amendments to the Agreement as required.**[Agmt 21-090]**

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



VI. 10:00 AM PUBLIC HEARING

Administration – Larry Spikes/Kyria Martinez

County Counsel – Carrie Woolley/Diane Freeman

1. Conduct a public hearing for the County's 2021 Supervisorial redistricting process.

Catherine Venturella, Clerk of the Board stated that the Board received comments from the following persons and the letters will become part of the record: Ignacio Ornelas, Mary Gonzales-Gomez and Antony Lopez on behalf of Alvaro Preciado.

Supervisor Pedersen opened the Public Hearing, testimony was received from: Carlos Tafolla, Claire Fitiausi, Ron Bates, Lori Pesante, and Cathy Jorgensen and the Public Hearing was closed.

VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves stated that he participated in the CalViva Finance meeting and the regional authority meeting, attended the American Legion breakfast, toured the Groundwater Sustainability aquifer pilot project, and attended the Kings County Homeless Collaborative meeting.

Supervisor Verboon attended the Groundwater Sustainability aquifer pilot project tour and thanked the Stone and Azevedo property owners for allowing the test project. He stated that he has been working with Self-Help Enterprises on drought workshops for residents in the outlying County who are losing wells and getting flyers out for everyone to have the information.

Supervisor Valle stated that he is working with Assembly member Rudy Salas on a check presentation photo opportunity for the Kettleman City Pedestrian bridge project \$2 Million award and will advise everyone of the date and time for the event, and stated that he is working with Senator Alex Padilla's office on a request for an additional \$2 Million on the Federal side for the project.

Supervisor Pedersen stated that he participated in the Kings/Tulare Area Agency on Aging meeting.

- ♦ Board Correspondence - None
- ♦ Upcoming Events - **Larry Spikes stated that the Lemoore Volunteer Fire Department 100th Anniversary will be held on July 24, 2021 from 10:00 a.m. to 2:00 p.m. at Veteran's Park in Lemoore and this will be a free family event. He stated that 22 State Veterans groups will hold their Enforcement & First Responders Suicide Awareness ride from July 21, 2021 to August 8, 2021 with a meeting at Hanford Civic Auditorium on July 21, 2021 at 7:30 a.m.**
- ♦ Information on Future Agenda Items: **Larry Spikes stated that the following items would be on a future agenda: Administration – Budget Hearings on August 17, 2021 and August 18, 2021, Jail Medical Contract amendment, American Recovery Plan Act Study Session on funding projects and Impact Fee Public Hearing. Behavioral Health Department – Agreement for Telepsychiatrist and Medical Director with Arie Whisenhunt, Child Support Department – Child Support Awareness Month, Fire Department – Corcoran District Hospital Grant, Human Resources – Class and pay for Child Support Assistant, Probation Department – Edward Byrne Memorial Justice Assistance Grant application, Agreement with Champions Recovery Alternative Programs, Inc. for Residential Substance Use Treatment and Other Rehabilitative Services, Public Health Department – COVID-19 update, Sheriff's Department – MOU with the Superior Court of CA for Court Security Services, airplane purchase and sale of surplus equipment.**



VIII.

CLOSED SESSION

- ♦ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)]**
- ♦ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Administrative Officer
- ♦ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Counsel
- ♦ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Larry Spikes, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Supervisors – CLOCEA
 - Firefighter's Association

REPORT OUT: Carrie Woolley, Assistant County Counsel stated that she did anticipate reportable action being taken.

IX.

ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, July 27, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

July 27	9:00 AM	Regular Meeting
August 3	9:00 AM	Regular Meeting
August 9	9:00 AM	Board of Equalization Regular Meeting
August 10	9:00 AM	Regular Meeting
August 17	9:00 AM	Regular Meeting

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

Badasci, Diane

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

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

Mary

Good morning, Board of Supervisors.

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

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

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

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

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

KINGS COUNTY OFFICE OF EDUCATION E-MAIL CONFIDENTIALITY NOTICE:

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

Badasci, Diane

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

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

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

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

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

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

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

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

Venturella, Catherine

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

Catherine,
This is the email received from Ignacio Ornelas.

Kyria

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

Name

Ignacio Ornelas

Email

ignacio_ornelas@my.cuesta.edu

Message

Yo quiero que siga igual asi como estamos



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 27, 2021

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: AGREEMENT FOR TELEPSYCHIATRIST AND MEDICAL DIRECTOR
WITH ARIEH WHISENHUNT

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of an agreement with Arie Whisenhunt, Doctor of Medicine (Dr. Whisenhunt) to act as the Mental Health Services Act (MHSA) Innovation Multiple Organization Shared Telepsychiatry (MOST) Project Psychiatrist and Department Medical Director.

Recommendation:

Approve the Agreement with Arie Whisenhunt to act as the Kings County Behavioral Health Mental Health Services Act Innovation Multiple Organization Shared Telepsychiatry Project Psychiatrist and Department Medical Director, retroactively effective from July 1, 2021 to June 30, 2024.

Fiscal Impact:

There is no impact to the County General Fund. The agreement amount is \$294,000 for each year in Fiscal Years 2021-2022, 2022-2023, and 2023-2024, and are paid with MHSA funds. Expenses under this agreement and sufficient revenue for expenses were included in the Department's Fiscal Year 2021-2022 Recommended Budget in Budget Unit 422200 (Mental Health Services Act).

BACKGROUND:

MHSA Innovation Plan funding per California Code of Regulations, Title IV, Section 3910(a), may be used in one of the following three components: (1) Introduce a mental health practice or approach that is new to the overall mental health system, including but not limited to prevention and early intervention; (2) Make a change

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT FOR TELEPSYCHIATRIST AND MEDICAL DIRECTOR WITH ARIEH WHISENHUNT

July 27, 2021

Page 2 of 2

to an existing practice in the field of mental health including, but not limited to, application to different populations; or (3) Apply to the mental health system a promising community-driven practice or approach that has been successful in non-mental health contacts or settings.

The KCBH MHSA Innovation MOST Project was approved by the Board on June 26, 2018 as part of the 2017-2020 Kings County MHSA Three Year Program and Expenditure Plan. The Mental Health Services Oversight and Accountability Commission (MHSAOC) approved the MHSA Innovation MOST Project in September 2018. The KCBH MHSA Innovation MOST Project requires a State Medical Board Licensed Psychiatrist to perform Telepsychiatry services for Kings County consumers suffering from Severe Mental Illness (SMI) and Severe Emotional Disturbances (SED). Dr. Whisenhunt was identified via the Kings County Sole Source selection process due to his extensive and unique field experience.

Dr. Whisenhunt began providing Telepsychiatry services for Kings County on June 6, 2019 and has been providing quality services to the residents of Kings County, as well as serving as the Medical Director, for over two years. Dr. Whisenhunt has been providing community based psychiatric services for over 30 years, and is very familiar with the Kings County population.

Dr. Whisenhunt possesses extensive experience delivering quality community based psychiatric care working from a Wellness and Recovery model. The Wellness and Recovery approach to providing Specialty Mental Health services is a unique approach recognized by the Substance Abuse and Mental Health Services Administration (SAMHSA). The Wellness and Recovery approach is an important component to the KCBH system of care, as indicated in the KCBH Mission Statement, "To promote, support, and invest in the Wellness and Recovery of individuals living in the communities of Kings County by creating opportunities to contribute, learn, work, and find hope in each day".

Dr. Whisenhunt will be providing psychiatric services to adults participating in the County's current programs, and any new individuals referred who would qualify for psychiatric services. His duties will also include serving as KCBH's Medical Director.

Under this agreement, KCBH provides oversight of the program services to comply with Federal, State, and County contract guidelines. Program oversight is also designed to meet countywide needs and State mandates. Dr. Whisenhunt will provide quarterly reports on demographic data of all participants, outreach activities, training, and maintain all client records in an Electronic Health Records system.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2021, between the County of Kings, a political subdivision of the State of California ("County"), and Arie R. Whisenhunt, M.D. ("Contractor") (collectively the "Parties").

RECITALS

WHEREAS, County requires psychiatric treatment for beneficiaries of Kings County Behavioral Health;

WHEREAS, the County requires the delivery of culturally and linguistically competent services by a licensed psychiatrist; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

///

3. COMPENSATION

County shall pay Contractor the compensation set forth in **Exhibit B**. Contractor is not entitled to, nor will County pay any additional consideration, compensation or other remuneration, except as set forth in **Exhibit B**.

The County may, on the written approval of the Director of Kings County Behavioral Health, modify any particular line item(s) that require an adjustment that adds or subtracts the line item amount by an amount that does not exceed ten percent (10%) of the compensation limit in **Exhibit B**, on the condition the maximum compensation per fiscal year remains unchanged.

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

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

4. TERM

This Agreement commences on **July 1, 2021** and terminates on **June 30, 2024**, unless otherwise terminated or extended in accordance with its terms. At County's option, it may extend this Agreement for one (1) additional year on the same terms and conditions.

5. RECORDS AND INSPECTIONS

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

6. AMENDMENTS

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

7. TERMINATION

The right to terminate this Agreement 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, in which said party sets forth a specific plan to remedy the default and a date certain for completion. If the non-defaulting party agrees 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 the time agreed upon by the Parties, the non-defaulting party may: i) terminate this Agreement immediately, or on the date provided in the Notice of Default; or ii) provide the defaulting party additional time to cure the breach.

b. Alternatively, the County may elect to cure the default and any expense incurred as a result thereof shall be borne by the Contractor.

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 Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor'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. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party of previous acts by the other party that constitute a breach or default of the party's obligations under this Agreement shall not act as a waiver of the Parties' right to assert a breach or default of this Agreement has occurred, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right to obtain indemnification from Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Contractor 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 proof of insurance coverage 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.

B. Endorsement of Policies. Contractor shall cause each policy outlined below 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.

C. 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.

D. Insurance Limits. Contractor shall obtain the required insurance policies for the amounts set forth below, unless otherwise approved by the County's Risk Manager in writing prior to the execution of this Agreement.

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

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

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. Contractor shall cause the policy to 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.

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

F. Notice of Cancellation to the County and Payment of Premiums. Contractor 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 Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

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

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

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

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

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. This Agreement is between two (2) independent contractors, and is not intended to, nor will it create the relationship of agent, servant, employee, partnership, joint venture or association.

11. COMPLIANCE WITH LAW

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

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

///

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

County
Kings County Behavioral Health
460 Kings County Drive, Ste. 101
Hanford, CA 93230

Contractor
Arieh R. Whisenhunt, M.D.
186 San Remo Road
Carmel, CA 93293

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

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

23. NO THIRD PARTY BENEFICIARIES

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

24. ADA COMPLIANCE

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

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

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.

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.

26. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS

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

27. 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.

28. ELECTRONIC SIGNATURES

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

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

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

COUNTY OF KINGS

ARIEH R. WHISENHUNT, M.D.

By: _____
Craig Pedersen, Chair
Kings County Board of Supervisors

By: Arieh Whisenhunt
C38CD96F1FA8BDC652ADB35D937A74A0 readySign
Arieh R. Whisenhunt

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By: Sande Huddleston
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: Cindy Crose Kliever 06/10/2021
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Compensation/Budget

Exhibit C: BAA/HIPAA

Exhibit D: County ADA Grievance Procedure

Exhibit A

ARIEH R. WHISENHUNT, M.D. SCOPE OF WORK FISCAL YEARS 2021/2022, 2022/2023 and 2023/2024

General Responsibilities

- 1) Contractor shall provide culturally and linguistically competent psychiatric services in specific Kings County Mental Health Clinics, or designated sites, as specified by the Kings Behavioral Health Director or his/her designee.
- 2) Contractor shall utilize Kings County Electronic Health Records System to complete clinical documentation within three (3) business days from the date of service.
- 3) All original copies of consumer medical records must be retained in consumer's chart and must be stored at the Kings County Mental Health Clinic site.
- 4) Training and documentation standards must be followed according to the Kings County Mental Health Plan ("MHP").
- 5) Contractor shall submit copies of professional license renewals to the Kings County Mental Health Plan/Managed Care Department prior to the date of expiration.

Assessment

- 1) Initial Assessment: Contractor shall complete an initial assessment to establish medical necessity for consumers requesting specialty mental health services within the following time limits from the assessment date:
 - a) Adults - fourteen (14) days; and
 - b) Minors - Twenty-one (21) calendar days.
- 2) The assessment record must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA) and the consumer and/or guardian, if appropriate.
- 3) Assessment Update: As clinically indicated, with best practice being at least annually, a reassessment of key indicators of the client's condition will be performed and documented within the chart; particularly, reassessment will gather information that is required to determine clinical symptoms, behaviors, and impairments necessary to support if medical necessity for Specialty Mental Health Services are present or not.

Exhibit A

Plan of Care

1) Consumer Wellness Plan: Contractor shall complete the plan of care (defined as "CWP") within thirty (30) days from the first assessment date or the current admission ("Open Episode"). Contractor shall and update CWPs every twelve (12) months in intervals beginning with the Open Episode.

2) Frequency: Contractor shall complete CWPs within thirty (30) days of the Open Episode in all cases where services will exceed thirty (30) days. At the minimum, CWPs must be updated annually at least thirty (30) days before the anniversary of the previous CWP.

3) Contractor shall include the following in CWPs:

- a) Specific, observable or quantifiable goals and objectives;
- b) Proposed type(s) of intervention to address the functional impairments or reasonable risk of significant deterioration in current functioning as identified in the Assessment;
- c) Interventions should include descriptions of both the particular service and the specific intervention actions pertaining to the service;
- d) Proposed duration and frequency of intervention(s);
- e) Documentation of the consumer's participation in and agreement with the plan, which includes consumer's signature on the plan and/or reference to consumer's participation and agreement in progress notes.

4) Signatures (or electronic equivalent) of a LPHA (the LPHA must be a physician for Medicare or MED-Only consumers) and the consumer. Consumer plans must be consistent with, i) the diagnoses; ii) the focus of the intervention; and iii) CWP.

5) Contractor will offer a copy of the consumer plan to the consumer and will document such on the consumer plan.

Progress Notes and Billing Records

1) Contractor shall ensure services meet the requirements of the MHP with the California Department of Health Care Services. Services must meet the following criteria:

- a) All service entries must include the date and time services were provided;
- b) The consumer record will contain timely documentation of care. Services delivered will be recorded in the consumer record as expeditiously as possible,

Exhibit A

and no later than the time-frame delineated by Kings County Mental Health policies and procedures.

c) Contractor will document consumer encounters, and relevant aspects of consumer care, including relevant clinical decisions and interventions, in the consumer record.

d) All entries will include the exact number of minutes of service provided, the type of service, the reason for the service, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent), the person's professional degree, licensure or job title, and the relevant identification number.

e) All record entries will be legible.

f) The consumer record will document referrals to community resources and other agencies, when appropriate.

g) The consumer record will document follow-up care or, as appropriate, a discharge summary; and

h) The consumer record must reflect every service contact, including, but not limited to:

(1) Mental Health Services (Assessment, Plan Development, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);

(2) Medication Support Services; and

(3) Crisis Intervention.

Additional Requirements

1) Contractor shall be knowledgeable of and adhere to MHP policies regarding beneficiary rights outlined in the Guide to Mental Health Services.

2) Contractor shall ensure that direct service staff members attend cultural competency trainings offered by the County.

3) Contractor shall establish a process for testing the Spanish language proficiency of Spanish-speaking staff members that provide interpretive services. Testing for Spanish language proficiency must include evaluation of speaking, reading, and writing.

4) Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:

Exhibit A

a) Access to “urgent” services must be available twenty-four (24) hours per day, seven (7) days per week and must be attended to within twenty-four (24) hours);

b) Access to “emergency” services must be available twenty-four (24) hours per day, seven (7) days per week and must be attended to the same day); and

c) Follow-up appointments must take place within ten (10) business days of the initial referral. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the ten (10) business days. Routine appointments will be scheduled as needed.

5) The MHP Quality Assurance/Utilization Management team of Kings County monitors clinical documentation and timeliness of service delivery.

6) Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation customarily offered to patients in the private sector. In the alternative, Contractor shall offer hours of operation comparable to those offered to Medicaid fee-for-service consumers, if the provider serves only Medicaid beneficiaries.

7) If the Centers for Medicaid and Medicare (“CMS”) or the U.S. Department of Health and Human Services, Office of the Inspector General (“HHS”) determines a reasonable possibility of that fraud or a similar risks exist, the state, CMS or the HHS may inspect, evaluate and audit Contractor at any time for up to ten (10) years from the later of: i) final contract date; or ii) prior audit completion date.

8) The Contractor will work to ensure consumer care coordination, clinical, and medical oversight to the treatment team.

9) Contractor shall provide subject matter expert training to the treatment team pertaining to the “Wellness and Recovery Model”.

10) Contractor will embrace and foster the inclusion of Consumer Peer Support Specialists.

11) The Contractor will work with a County contracted external independent evaluator for the purpose of measuring identified objectives and goals as outlined in the Mental Health Services Act (“MHSA”), Innovation Multiple Organization Shared Telepsychiatry Project (“MOST Project”).

12) Contractor will work towards lowering mental illness crisis hospitalizations of MOST Project consumers.

13) Contractor will ensure consumers transition to a lower level of care because of better care coordination.

Exhibit A

14) Contractor will assist in reducing overall consumer wait times to see a psychiatrist for initial assessments and follow-up appointments compared to current wait times at other County providers.

15) Contractor will assist in reducing individuals seen by hospital emergency departments for mental illness over the term of the Agreement.

16) Contractor will work towards increasing the quality of telepsychiatric care by transitioning from a medical model to a peer staffed wellness and recovery model.

17) Contractor will work to ensure the Standards and Values described in the MHSA are followed, including the provision of: i) quality Integrated Service Experiences; ii) Client and Family Service Driven services; iii) serviced focused on Recovery and Wellness; iv) and delivering services using Cultural Competence and Humility.

18) Contractor will work collaboratively with the following entities: Mental Health Systems Assertive Community Treatment, Aspiranet, and Kings View Counseling Services, in addition to internal county entities including the County Children & Adult Systems of Care.

19) Contractor will travel as needed to conduct emergency consultations and evaluations as needed.

Kings County Behavioral Health Medical Director

1) Contractor shall perform the following duties for six (6) hours per week as the acting Kings County Behavioral Health Medical Director:

a) Direct, plan, coordinate, and monitor Mental Health medical services through supervision of Psychiatrists in the Mental Health Services branch of the agency;

b) Assist KCBH with planning medical and clinical services;

c) Develop mental health medical service policies and procedures for the County's mental health care system;

d) Plan, organize, direct and evaluate the work of psychiatric staff;

e) Maintain cooperative working relationships with medical society, Federal, State and local agencies, private physicians and community groups to meet current mental health care needs;

f) Evaluate and make recommendations for medical service programs to the Director of Behavioral Health;

g) Schedule and direct the training of medical staff;

Exhibit A

- h) Conduct, chair or attend regular staff meetings, such as Pharmacy Review Committee, Quality Improvement Committee, Grievance Review and Monitoring Committee meetings;
- i) Examine, diagnose, prescribe and administer treatment to patients;
- j) Enforce mental health regulations;
- k) Work with administration to coordinate mental health services;
- l) Keep abreast of new concepts and methods of professional medical care and education by reading technical literature and attending seminars;
- m) Prepare and maintain clinic records and prepare reports;
- n) Refer persons requiring special diagnostic procedures or treatments to appropriate sources;
- o) Perform related duties as assigned (reasonable accommodation will be made when requested and determined the County to be appropriate under applicable law); and
- p) Contractor will review and provide feedback on charts for medication prescribers through out the Mental Health Plan and report findings at the medication monitoring committee.

Exhibit B

**ARIEH R. WHISENHUNT, MD
COMPENSATION
FISCAL YEARS 2021/2022, 2022/2023 and 2023/2024
(Three Fiscal Years)**

1. COMPENSATION

250 per hour x 22 hours per week	\$286,000.00
Maximum reimbursement for travel expenses per fiscal year	\$5,000.00
Maximum reimbursement for insurance premiums per fiscal year	\$3,000.00
Maximum annual compensation	\$294,000.00

A. County agrees to pay Contractor for the services identified in Exhibit A as follows: an hour for evaluation and medication services provided, not to exceed the maximum contract amount stated above.

B. If Contractor is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of Contractor to request the amendment and provide all supporting documentation that substantiates the increase subject to fact that no amendments can be requested after April 1, 2022, for Fiscal Year 2021/2022 and after April 1, 2023, for Fiscal Year 2022/2023, and After April 1, 2024, for Fiscal Year 2023/2024

C. Contractor shall permit authorized County, state and federal agency(ies), and their authorized representative(s), to inspect or otherwise evaluate Contractor's work performed under this Agreement, including employee, subcontractor and agents engaged is support activities for Contractor, and allow the same to inspect the premises where Contractor performs services. Contractor shall reasonably assist County, state and federal agencies, or their authorized representative(s), with inspecting, monitoring and evaluating services for their safety and convenience. All inspections and evaluations shall be at mutually agreed upon dates and times that will not unduly delay the work.

D. County is responsible for payment of Contractor's additional malpractice insurance coverage.

2. INVOICING

A. Contractor shall submit monthly invoices to the Fiscal Department of Kings

Exhibit B

County Behavioral Health ("KCBH") no later than fifteen (15) days after the last day of the month Contractor is seeking payment. The invoice must be supported by a system generated report that validates services indicated on the invoice.

B. County shall send payment to Contractor at the following address:

Arieh R. Whisenhunt, M.D.
186 San Remo Rd
Carmel, CA 93923

C. Contractor shall use an invoice format approved by Kings County Behavioral Health. County shall pay Contractor within thirty (30) days of receipt of all required documentation and in accordance with the County's payment cycle.

Exhibit C

County of Kings HIPAA Business Associate Exhibit

I. Recitals.

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

B. The County of Kings ("County") wishes to, or may, disclose to Arie R. Whisenhunt, M.D. ("Business Associate") certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.

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

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

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

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

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

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

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

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

A. *Permitted Uses and Disclosures.* Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services

Exhibit C

specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

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

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

2) ***Type of Services to be Provided by the Business Associate.*** The BAA will provide culturally and linguistically competent psychiatric services. Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

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

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

i. Prompt corrective action to mitigate any risks or damages involved

Exhibit C

with the breach and to protect the operating environment and

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

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

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

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

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

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

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

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

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

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

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

D. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the

Exhibit C

performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

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

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

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

IV. Obligations of County.

County agrees to:

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

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

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

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

Exhibit C

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

VI. Termination.

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

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

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

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

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

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

VII. Miscellaneous Provisions.

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

B. *Amendment.* The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements

Exhibit C

of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

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

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

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

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

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

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

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

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

Exhibit C

Attachment 1

Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be

Exhibit C

stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

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

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

II. System Security Controls.

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

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

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

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

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

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

III. Audit Controls.

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

Exhibit C

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

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

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

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

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

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

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

Exhibit C

encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

Exhibit D

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit D

County of Kings

2016 ADA Self-Evaluation

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

2014-2-434 [99311]



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 27, 2021

SUBMITTED BY: Probation Department – Kelly M. Vernon
SUBJECT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
SUMMARY:

Overview:

The Department of Justice's 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding to assist various public safety organizations in improving law enforcement programs.

Recommendation:

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

Fiscal Impact:

There is no fiscal impact to the County General Fund. For the year 2021, the County of Kings will receive \$10,595. This amount will be budgeted in Budget Unit 233000, Juvenile Treatment Center – Fed Aid-JAG Grant (233000 – 86023), as a budget change to the Fiscal Year 2021-2022 Proposed Budget.

BACKGROUND:

The JAG Program allows public safety organizations to apply for funding to improve public safety functions. Each county must designate a law enforcement agency within the county as the lead agency, which will apply for this funding. Hanford Police Department has agreed to be the lead agency. Hanford Police Department will submit the JAG application, complete any other necessary paperwork, and act as the administrator of the grant.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

July 27, 2021

Page 2 of 2

There is a \$10,595 available funding to the Kings County Probation Department in the 2021 grant cycle. Probation will use these funds to contract with the University of Cincinnati to assist in the design of the local program to address the needs of the Secure Track Youth. This allocation will meet more than half the cost, while the remaining costs will be covered with Youthful Offender Block Grant (YOBG) reserves.

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

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HANFORD AND COUNTY OF KINGS,**

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of July, 2021, by and between the County of Kings, acting by and through its governing body, the County Board of Supervisors, hereinafter referred to as COUNTY, and the City of Hanford, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Kings County, State of California, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 930 through 930.6 of the Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$ 10,595.00 from the JAG award for the County's designated program.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY will act as the fiscal agent that submits the joint CITY-COUNTY application to the FY 2021 Byrne Justice Assistance Grant Program for the JAG, and administers the resulting JAG. Contingent upon available funding, CITY agrees to pay COUNTY a total amount of \$10,595.00.

Section 2.

COUNTY agrees to use \$10,595.00 for the JAG Program until October 1, 2022, whereupon any unused funds shall be remitted to the US Department of Justice's Bureau of Justice Assistance consistent with program requirements.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the California Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than

claims for which liability may be imposed by the California Tort Claims Act.

Section 5.

The parties are acting in an independent capacity. Each of the parties agrees that it, including any and all of its officers, agents, and employees, shall have no right to employment rights or benefits available to the other party's employees. Each party shall be solely liable and responsible for providing to, or on behalf of, its own officers, agents, and employees all legally and contractually required employee benefits. In addition, each party shall be solely responsible and save the other party harmless from all matters relating to payment of each party's employees.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Hanford, California

County of Kings, California

City Manager

County Chief Administrative Officer

ATTEST:

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 27, 2021

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE SUPERIOR COURT OF CALIFORNIA FOR COURT SECURITY SERVICES

SUMMARY:

Overview:

The Kings County Sheriff's Office requests authorization for Sheriff Dave Robinson to sign a Memorandum of Understanding and Court Security Plan with the Superior Court of California.

Recommendation:

Authorize Sheriff Dave Robinson to sign a Memorandum of Understanding and Court Security Plan with the Superior Court of California, retroactively effective from July 1, 2021 to June 30, 2024.

Fiscal Impact:

The funding for Security Services is provided directly to the County by the State of California. The County and Sheriff are not obligated to provide services in excess of the amount allocated. In the event costs for services are projected to exceed the funding allocated to the County, the Sheriff and Court agree to discuss the agreement for potential ways to reduce costs, which may include amending the agreement.

BACKGROUND:

Your Board approved a Memorandum of Understanding (MOU) and Court Security Plan on May 14, 2019 for services from July 1, 2019 through June 30, 2021. The new MOU will be effective from July 1, 2021 to June 30, 2024 unless terminated as outlined in the MOU.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted

On _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING WITH THE SUPERIOR COURT OF CALIFORNIA FOR COURT SECURITY SERVICES

July 27, 2021

Page 2 of 2

The Sheriff will continue to provide security services, as outlined in the MOU, to the Superior Court of California, Hanford Courthouse, located at 1640 Kings County Drive. The Court will also provide funding, not to exceed \$10,000 to the Sheriff to fund an extra help position for the provision of a bailiff through June 30, 2024.

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

**MEMORANDUM OF UNDERSTANDING
AND COURT SECURITY PLAN BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, THE COUNTY OF KINGS,
AND THE KINGS COUNTY SHERIFF'S OFFICE
FOR COURT SECURITY SERVICES**

SECTION 1. PARTIES

This Memorandum of Understanding and Court Security Plan ("Agreement") is made and entered into by the Superior Court of California, County of Kings ("the Court"), and the Kings County Sheriff ("Sheriff"), (collectively, the Parties). The Sheriff is an elected official of the County of Kings ("the County") a political subdivision of the State of California, and is authorized under Section 69926, subdivision (b) of the Government Code to enter into this Agreement on behalf of the County, with the approval and authorization of the County's Board of Supervisors.

SECTION 2. TERM OF AGREEMENT

This Agreement is effective as of July 1, 2021, and shall remain in full force and effect until June 30, 2024, unless terminated as outlined below or extended by mutual agreement of the Parties.

Either Party may terminate this Agreement with at least ninety (90) days' prior written notice; provided, however, that the termination shall be effective on June 30th of the current fiscal year.

This Agreement is a Law Enforcement Security Plan, as that term is defined and used in Government Code Sections 69921 and 69925. Accordingly, this Agreement shall be considered as part of the comprehensive, county-wide Court Security Plan developed by the Court and the Sheriff pursuant to the provisions of California Rule of Court, rule 10.172.

In the event notice of termination is given by the Sheriff, the Sheriff shall reasonably cooperate with the Court to ensure the availability of vital security services from the Sheriff or other comparable entity for a reasonable amount of time following the termination of this Agreement, unless the funding allocation from the State to the County for trial court security services fails to fully compensate the County for the services to be provided. The Parties may exercise their right to terminate this Agreement without prejudice to any other right or remedy available under law or equity.

Notwithstanding the foregoing, as provided in Government Code Section 69926, subdivision (f), this Agreement will remain in effect, to the extent consistent with applicable law, and the Sheriff will continue to provide court security until the

parties enter into a successor agreement. However, nothing in this Agreement obligates the County or Sheriff to provide Base Security Services beyond those that are fully funded by the State's allocation to the County for trial court security.

As used in this Agreement, the term "fully funded" means the amount of funding provided by the State to the County to fund court security services meets or exceeds the costs to the Sheriff and County for said services as outlined in this Agreement. Nothing in this Agreement shall be interpreted as obligating the County or Sheriff to commit funds from any other funding source, including but not limited to, County General Funds, to fund court security services. Further, nothing in this Agreement shall be interpreted as interfering with the County and Sheriff's right to make use of the allocation from the State as the County or Sheriff sees fit, including the creation and maintenance of a contingency fund balance if deemed fiscally prudent.

SECTION 3. SCOPE OF SERVICES

The anticipated outcome of the services to be provided by the Sheriff to the Court under this Agreement is the ability of the Court and the public to conduct judicial business safely and in a manner which maintains the integrity of the judicial process.

A. Base Security Services.

The Sheriff will provide security services (Base Security Services) to the Court in the facilities identified in **Exhibit A**. The Base Security Services will consist of providing personnel for, and performance of, the following security functions during the Court's regular business hours, of Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., including lunch and break times, with the exception of when Court proceedings extend beyond 5:00 p.m., where Base Services shall be maintained until Court proceedings have adjourned for the day.

- Performing traditional bailiff services for judicial officers as required under Section 69922 of the Government Code;
- Provide bailiff services for a minimum of eight (8) courtrooms. The Parties understand and agree that the Sheriff guarantees bailiff services for eight (8) courtrooms and will provide a bailiff for a ninth courtroom to the extent funding and staffing are available. The Parties further understand and agree the Court will provide funding to the Sheriff to fund an extra help position for the provision of a bailiff in the event the Court is able and decides to open a tenth courtroom. The funding provided by the Court will be used by the Sheriff to fund this extra help position once the current funding held in reserve by the Sheriff for funding extra help positions to provide court security services is exhausted. Finally, the Parties understand and agree that the Sheriff will apply to the California Department of Finance for an increase in funding for court security services

as provided under Section 69927 of the Government Code.

- Ensuring courtroom security, including unlocking/securing courtrooms and performing courtroom searches as needed;
- Taking charge of juries;
- Obeying all lawful orders and directions of the Court;
- Escorting Court staff with deposit deliveries to the County Auditor's Office;
- Providing security and protection of judicial officers, court staff, and jurors within Court facilities;
- Responding to emergencies, incidents, duress alarms, and/or as needed, in Court facilities as defined in **Exhibit A**;
- Providing consultative services as requested by the Court regarding courthouse security issues;
- Providing security for high profile events and conditions described in **Exhibit B** (High Security Events and Conditions); and
- Identifying potential threats to the security of the Court and investigating all crimes committed within the footprint of the interior of the Court facilities. The Court understands, through joint verbal agreement between the Sheriff, Hanford Police Chief, and the local area California Highway Patrol ("CHP") Commander, the Hanford Police Department shall be the primary responsible agency for traffic enforcement and the investigation of traffic collisions in the parking lot of the Court Facilities, with CHP as the backup agency in the event Hanford Police Department is unavailable or needs assistance. The Court further understands CHP shall be responsible for the investigation of minor crimes committed in the parking lot or grounds of the Court Facilities and may request assistance from the Sheriff or Hanford Police Department as deemed necessary. As the Court Facilities are State buildings on State property, point responsibility for criminal investigations, traffic collisions, and traffic enforcement may change at any time depending upon the arrangements between the Sheriff, the Hanford Police Chief, and the California Highway Patrol Area Commander. The Sheriff will notify the Court of any material changes to the agreements between the Sheriff and the other law enforcement entities that affect the Court and the Court Facilities.

Notwithstanding the above, the Parties understand and agree the Base Security Services do not include the following unless otherwise determined to be included by the Sheriff:

- Responding to traffic emergencies, traffic incidents, traffic enforcement and collisions, and/or as needed in the parking lots of the Court facilities or on or near the public roads adjacent to said Court facilities will be the primary

responsibility of the Hanford Police Department, with CHP as the backup agency in the event Hanford Police Department is unavailable or needs assistance. Investigating crimes occurring near, or around the Court facilities, including the parking lots and adjacent public roads will be the primary responsibility of CHP and may involve assistance from the Sheriff or Hanford Police Department when requested or as deemed necessary.

B. Perimeter Security Services.

The Court will be responsible for perimeter security services (Perimeter Security Services) for the facilities identified in **Exhibit A**, subject to further negotiations between the Court and Sheriff.

C. Emergencies

Notwithstanding any other provision of this Agreement, in the event of an emergency involving security in Court facilities or involving threats against any judicial officers, court staff, or jurors, the Sheriff shall immediately take any and all actions reasonably necessary or appropriate to respond to the emergency, including appropriate referrals to, and coordination with, other law enforcement agencies.

The Sheriff or designee will also make contact with the Presiding Judge and Court Executive Officer as soon as reasonably practical. In the event a Court facility or office is secured as the result of an emergency, the Sheriff or designee may allow the Presiding Judge and Court Executive Officer reasonable access to the secured areas.

If a spokesperson to the media is needed in regard to an emergency or other security-related issue involving both the Court and the Sheriff, the Parties may coordinate their responses to the media if deemed necessary.

D. Review of Staffing Needs / Level of Service

Prior to the commencement of negotiations for any successor agreement, the Sheriff shall conduct an assessment to determine staffing needs for court security services and public safety protection for the succeeding fiscal year. Based on the results of the assessment, the Court Executive Officer and the Sheriff shall meet and discuss the staffing requirements for the succeeding fiscal year in conjunction with the negotiations for a successor agreement.

As necessary throughout the year, the Sheriff and the Court Executive Officer shall meet and confer regarding any proposed budget adjustments or changes to the Court's schedule of operations or courtroom schedule, during the term of this Agreement to ensure that total Court security costs remain within the funds available. The Parties understand and agree that neither the County nor the Sheriff

shall be responsible for the provision of services in excess of the funding allocated and provided by the State to the County for trial court security or otherwise provided by the Court.

In the event the Presiding Judge and/or the Court Executive Officer and Sheriff agree that changes in staffing are necessary in order to provide Base Security Services, and if funding is available to acquire additional security services, this Agreement may be amended as appropriate.

The Court shall provide seven (7) days written notice to the Sheriff or his designee of a request for temporary increases or decreases in dedicated staffing levels. In the event the Court desires a permanent increase or decrease in dedicated staffing levels, the Court shall provide at least ninety (90) days written notice to the Sheriff or his designee. During this 90-day period following receipt of such written notice, and until staffing has been increased, the Sheriff shall work with the Court to attempt to provide the requested services on an interim basis, to the extent such increases are fully funded by the County's allocated funding for trial court security or as otherwise provided by the Court. In no event shall a request for additional services or personnel or an agreement by the Sheriff to work with the Court to attempt to provide additional services or personnel create a duty on the part of the Sheriff to provide the additional services or personnel absent the receipt of full funding from the State for the increased services or personnel.

The number of staff required in any given situation is within the discretion of the Sheriff or designee. The Court Executive Officer shall have the right to consult with the Sheriff on the number of Sheriff personnel assigned should staffing appear to be inadequate or excessive.

To assist the Sheriff in planning coverage, the Court shall provide a calendar of regularly scheduled court days and judicial assignments at the beginning of each fiscal year. In the event changes to the Court's calendar or judicial assignments occur, the Court shall provide notice to the Sheriff at least fifteen (15) days prior to the effective date of the change. If the Court is unable to provide such notice to the Sheriff, the Court shall provide notice of the proposed change as soon as practicable. The Parties understand and agree that the changes referred to in this paragraph do not include the use of additional judicial officers, commissioners, or courtrooms.

E. New Cost Items

After the effective date of this Agreement, new cost items may include, but are not limited to, the following:

- Addition of judicial officers, including, but not limited to, pro-tem, visiting, or temporarily assigned bench officers beyond the seven (7) authorized and filled judicial seats that require court security services due to implementation of operational changes;

- Construction or modification of Court facilities; and
- Additional regular use of the courtrooms operating in the existing courthouse beyond the nine (9) currently operating.

In the event New Cost Items exceed the amount of funding allocated to the County for trial court security, the Sheriff may work with the Court to apply for an increase in funding as provided in Section 69927 of the Government Code or other State or Court provided revenue sources. In no event shall the County or Sheriff be responsible for the costs of New Cost Items or increased services incurred as a result of New Cost Items absent full funding from the State or the Court.

F. Additional Security Services

The Sheriff will provide additional security services to enhance security in the lobby and public access areas of the Kings County Superior Court located at 1640 Kings County Dr., Hanford CA, 93230. Services shall be fully compensated by the Court based on the average Deputy Sheriff Bailiff salary and benefit package, including any future salary or benefit increases as approved by the Kings County Board of Supervisors. Said services shall be in addition to the agreed upon level of court security services under this Agreement pursuant to Section 69926(b) of the Government Code.

In providing additional security services, the Sheriff shall:

- Provide additional security and law enforcement presence to the courthouse lobby and public access areas by assigning Sheriff personnel between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- Provide a minimum of one (1) Deputy Sheriff Bailiff up to a maximum of two (2) Deputy Sheriff Bailiffs to be present in the lobby and public access areas during peak lobby traffic hours, typically Monday through Friday 8:00 a.m. – 8:40 a.m. and 1:00 p.m. – 1:40 p.m.
- Provide additional security services by patrolling public access areas of the interior courthouse and responding to courtroom and security incidents as necessary.

Further, the Court will provide Sheriff personnel providing the additional security services a base station and seating arrangements, which will consist of a reception type desk capable of accommodating two Deputy Sheriff Bailiffs. This reception type desk/base station shall have lockable storage for equipment which is needed for duties specific to the courthouse lobby/public access area. All such equipment and furnishings will remain the property of the Court.

SECTION 4. QUALIFICATIONS AND TRAINING

The Sheriff shall dedicate sufficient staff to act as bailiffs and perform bailiff functions, including the provision of relief personnel as needed.

All personnel provided by the Sheriff will undergo Court-provided training on ADA compliance and accommodation within three months of their assignment to court security or the execution of this Agreement, whichever is applicable.

The Parties will cooperate to schedule these trainings on dates with the least impact to Court operations and that minimize the need for overtime or reassignments. To the extent possible, all Court-provided training as mentioned above will occur on Court holidays that do not coincide with County holidays.

The Court will inform the Sheriff of any concerns regarding the performance of personnel assigned to perform this Agreement. The Sheriff will review any report of deficient performance and may take disciplinary or corrective action as appropriate, including reassignment from the Court. The Court may request reassignment from the Court's facilities of any Sheriff personnel for any lawful reason and the Sheriff will consider such request in good faith. The Court acknowledges that the Court has no control over the manner and means of performing the work of the Sheriff's personnel, nor does it have the right to hire or fire such employees.

SECTION 5. EQUIPMENT AND SUPPLIES

The Sheriff will provide all prescribed personal equipment such as uniforms, handcuffs, firearms, batons and radios, to be used by Sheriff's personnel.

The Court will provide Closed Circuit Television (CCTV) equipment, surveillance monitoring stations, which includes terminals or computers necessary to operate this equipment and will be responsible for the maintenance and repair of any Closed Circuit Television (CCTV) equipment, as well as surveillance monitoring stations and equipment. All such equipment and devices are the property of the Court.

SECTION 6. COMPENSATION FOR SERVICES PROVIDED AND TERMS OF PAYMENT

The Parties agree that the Base Security Services under this Agreement shall be provided at the level allocated to the County by the State of California for trial court security for each Fiscal Year in which this Agreement is in effect.

The Court and the Sheriff acknowledge that funding for Base Security Services is provided directly to the County by the State of California and that the County and Sheriff are not obligated to provide services in excess of the amount allocated. In the event costs for services are projected to exceed the funding allocated to the County,

the Sheriff and Court agree to discuss the Agreement for potential ways to reduce costs, which may include, but not be limited to, amending this Agreement.

SECTION 7. INDEMNIFICATION AND INSURANCE

A. Indemnification

Each party (Indemnitor) shall hold harmless, defend and indemnify the other party (Indemnatee), its officials, agents, officers and employees from and against any liability, claims, actions, costs, including reasonable attorney's fees, damages or losses of any kind, including injury or death to any person and/or damage to property, arising from, or in connection with, the performance by Indemnitor or its officials, agents, officers and employees under this Agreement, except that neither party is responsible for that portion of a claim, damage, liability, cost or expense that occurs by reason of the negligence, wrongful acts or willful misconduct of the other party or of the other party's officials, agents, officers, or employees. This duty to indemnify, defend, and hold harmless shall survive the termination of this Agreement as to acts or omissions giving rise to any type of liability that occur during the term of this Agreement.

B. Insurance

The Sheriff and the Court shall each maintain their own liability insurance coverage against any claim of civil liability arising out of the performance of this Agreement and provide appropriate evidence of such coverage to the other party.

SECTION 8. INDEPENDENT CONTRACTOR

It is understood and agreed that the Sheriff is an independent contractor in relationship to the Court, no relationship of employer-employee exists between the Parties, and, under no circumstances shall the Sheriff or its employees or agents be deemed to be employees or agents of the Court.

As an independent contractor, the Sheriff is not subject to the direction and control of the Court.

The Sheriff will not engage a subcontractor to perform any portion of the services without the written consent of the Court. Any subcontracting without the Court's written consent is a material breach of this Agreement.

SECTION 9. REPRESENTATIONS AND WARRANTIES

The Sheriff represents and warrants the accuracy of the statements referenced in **Appendix A – Contractor Certification Clauses**, attached hereto and incorporated herein by this reference.

SECTION 10. DISPUTE RESOLUTION

In the event a dispute arises between the Parties over any matter covered by this Agreement, the Parties agree to meet and use their best efforts to resolve any such disputes as required under Section 69926 of the Government Code.

SECTION 11. GENERAL PROVISIONS

Notwithstanding any other provision in this Agreement, the Parties acknowledge the Sheriff is an independently elected official, who, in that capacity, has and retains the discretion to determine and make recommendations to the Presiding Judge or Court Executive Officer regarding the appropriate level of service that is required to ensure the safety of the public, judicial officers, court personnel, and other personnel on a long-term as well as temporary basis in all Court facilities.

The selection, assignment, and reassignment of Sheriff's personnel are the responsibility of the Sheriff.

The services performed by the Sheriff, the standards of performance, the control and discipline of Sheriff's personnel, and any other matters incidental to those so employed, shall remain with the Sheriff.

The Sheriff, in conjunction with the Court, shall develop an annual or multiyear Kings County Superior Court Comprehensive Court Security Plan (CCSP) that includes the mutually agreed upon Law Enforcement Security Plan to be utilized by the Court. In accordance with Government Code Section 69925, the CCSP shall include policies and procedures to ensure adequate security for public safety, public access, and law enforcement services to the Court.

The Court shall establish and maintain a Court Security Committee as required by California Rule of Court, rule 10.173 to advise the Presiding Judge and Sheriff on various security-related matters as set forth in the Rule. The Sheriff shall assist the Court as necessary and appropriate with this committee and shall appoint at least one representative as an active member of the Court Security Committee.

The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be construed as a waiver of any right to do so, for that breach, or any preceding or subsequent breach, of the same or other term of this Agreement.

Any notices required or desired to be served under this Agreement shall be addressed to the respective Parties or their successors as set forth below:

COUNTY:

Board of Supervisors
1400 W. Lacey Blvd.
Hanford, CA 93230
Fax No. (559) 585-8047
Telephone No.: (559) 852-2362

COURT:

Court Executive Officer
Superior Court of California, County of Kings
1640 Kings County Drive
Hanford, CA 93230
Fax No.: (559) 585-3262

SHERIFF:

Kings County Sheriff
1444 W. Lacey Blvd.
Hanford, CA 93230
Fax No. (559) 585-8047
Telephone No.: (559) 852-2795

Copy to: Presiding Judge
Superior Court of California, County of Kings
1640 Kings County Drive
Hanford, CA 93230
Fax No. (559) 585-3262
Telephone No.: (559) 582-1010

Copy to: County Counsel
1400 W. Lacey Blvd.
Hanford, CA 93230
Fax No. (559) 584-0865
Telephone No.: (559) 852-2445

Notice shall be given either by personal delivery, facsimile transmission ("fax"), first class mail, or inter-office mail. Notice sent by personal delivery or fax shall be deemed received upon receipt. Notice sent by first class mail or inter-office mail shall be deemed received as of the fourth day after the date of mailing.

SECTION 12. ENTIRE AGREEMENT/AMENDMENTS

Modifications of this Agreement will not be valid unless agreed to in writing and executed by the Court Executive Officer and the Sheriff of Kings County, with the approval of the Presiding Judge of the Superior Court and the Kings County Board of Supervisors.

This Agreement is intended by the Parties as a final expression of their understanding with respect to the subject matter herein and as a complete and exclusive statement of the terms and conditions herein and supersedes any and all prior agreements and understandings, oral or written, in connection herewith. No addition or alteration of the terms of this Agreement shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by the Parties. Either Party may propose an amendment of this Agreement by providing written notice to the other Party at least ninety (90) days prior to the effective date of the proposed amendment.

SECTION 13. SEVERABILITY

If any term or provision of this Agreement or application thereof to any person

or circumstances proves to be invalid or unenforceable, the remainder of the Agreement or the application thereof to any other person or circumstances shall not be affected and each remaining term and provision shall remain in full force and effect.

SECTION 14. RECORDS/AUDITS

The Sheriff and the Court shall retain copies of all agreements, any billing invoices and supporting documentation for a period of five (5) years, which shall be made available for audit purposes by the Judicial Council of California (JCC), Kings County Auditor, Court, or other appropriate agencies.

SECTION 15. AUTHORITY TO CONTRACT

The undersigned each warrant that they are respectively legally permitted and authorized to enter into this Agreement on behalf of the County and the Court and thereby bind the Parties to the terms herein. In addition, each of the undersigned warrants that the Parties are able to perform the obligations imposed under the terms of this Agreement.

SECTION 16. INTERPRETATION AND GOVERNING LAW

The headings used herein are for convenience only and do not change or modify the express terms hereof. This Agreement shall be governed by, and interpreted under, the laws of the State of California. The Parties, having read and considered the above provisions, indicate their agreement by the signatures of their authorized representatives as set forth below.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by both parties.

		COUNTY OF KINGS
Dated: <u>7-15-21</u>	By	 David Robinson, Sheriff Kings County Sheriff's Office
		SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS
Dated: <u>7/14/2021</u>	By	 Michelle S. Martinez, Court Executive Officer

Reviewed and Approved as to Legal Form.
Lee Burdick, County Counsel,
County of Kings

By

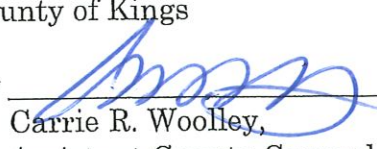

Carrie R. Woolley,
Assistant County Counsel

EXHIBIT A

COURT FACILITIES

As used in this Agreement, the term "Court Facilities" refers to the following facility located in Kings County:

1. Superior Court of California, New Hanford Courthouse, located at 1640 Kings County Drive, Hanford, CA 93230

EXHIBIT B

HIGH SECURITY EVENTS AND CONDITIONS

For the purposes of this Agreement, "High Security Events and Conditions" may include the following types of events, subject to consultation with the Sheriff:

- A. Proceedings involving high profile defendants
- B. Three Strikes cases
- C. Multi-defendant cases
- D. High publicity cases
- E. High volume calendar
- F. Verdict readings in criminal cases
- G. Sentencing hearings
- H. Remands
- I. Other security concerns as brought to the attention of the bailiff in the courtroom, the Sheriff, or his designee.

EXHIBIT C

PROJECTED COSTS FOR TWO DEPUTY SHERIFF BAILIFFS

Year One (FY2021-2022) Estimated Salary & Benefit Costs:

Average Deputy Sheriff Bailiff Cost:	\$112,674
Total Positions:	<u>2.0</u>
Total Year One Estimated Cost:	\$225,348

Year Two (FY2022-2023) Estimated Salary & Benefit Costs:

Average Deputy Sheriff Bailiff Cost:	\$116,054
Total Positions:	<u>2.0</u>
Total Year Two Estimated Cost:	\$232,108

APPENDIX A

CONTRACTOR CERTIFICATION CLAUSES

- A. No Gratuities.** Sheriff has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Court personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- B. No Conflict of Interest.** Sheriff has no interest that would constitute a conflict of interest under California Public Contract Code Sections 10365.5, 10410, or 10411, Government Code Sections 1090 et seq. or 87100 et seq., or under California Rules of Court, rules 10.103 or 10.104, which restrict employees and former employees from contracting with Court.
- C. Authority.** The Sheriff has been granted the authority to enter into and perform its obligations under this Agreement by the Kings County Board of Supervisors and has the authority to bind the County and the Sheriff to this Agreement. This Agreement constitutes a valid and binding obligation of the Sheriff, enforceable in accordance with its terms. Attached is a true copy of the code, rule, resolution, order, motion, or ordinance authorizing the Sheriff to enter into or execute this Agreement.
- D. No Interference with Other Agreements.** This Agreement does not constitute a conflict of interest or default under any other of the Sheriff's other Agreements.
- E. No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting Sheriff, or Sheriff's business, financial condition, or ability to perform this Agreement.
- F. Compliance with Laws.** The Sheriff is in compliance in all material respects with all laws, rules, and regulations applicable to the Sheriff's business and services, and pays all undisputed debts when they come due.
- G. Work Eligibility.** All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- H. Drug Free Workplace.** Sheriff provides a drug-free workplace as required by California Government Code Sections 8355 through 8357.
- I. No Harassment.** The Sheriff does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Sheriff may interact in the performance of this Agreement, and Sheriff takes all reasonable steps to

prevent harassment from occurring.

J. Employment Laws. Sheriff complies with the federal Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), the California's Fair Employment and Housing Act (California Government Code Sections 12990 et seq.), and associated regulations (California Code of Regulations, Title 2, Sections 7285 et seq.).

K. Non-discrimination. The Sheriff does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Each subcontract authorizing work under this Agreement contains this provision.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 27, 2021

SUBMITTED BY: Administration – Larry Spikes/Matthew Boyett

SUBJECT: CAPITAL PROJECT MANAGER

SUMMARY:

Overview:

On May 21, 2021, the County published a Request for Qualification (RFQ) for a capital project manager to assist Administration in managing and monitoring various capital projects undertaken by the County. The County received three submittals as a result of the RFQ: Vanir Construction Management Incorporated (Vanir), Kitchell, and 4Creeks Incorporated (4Creeks). After the RFQ was closed and a scoring committee scored and ranked the submitters. Vanir was selected as the preliminary awardee and given notice of intent to award, pending Board approval. The service contract is being brought forward for consideration and formal adoption.

Recommendation:

Approve the agreement with Vanir Construction Management Incorporated for capital project management services.

Fiscal Impact:

Services under this agreement will be billed at \$195 per hour, up to a total amount not to exceed \$135,000. This agreement will be paid through Budget Unit 700000 (Building Projects), which was included in the Fiscal Year (FY) 21/22 Recommended Budget.

BACKGROUND:

The County is seeking assistance in managing various capital projects that are currently in the early stages of development. Specifically, the County will be involved in the development and construction of a new County-operated fire station that will be located on the Tachi-Yokut reservation in Lemoore (The Tachi-Yokut Fire Station), the renovation of the Fire Department's existing Armona fire station to accommodate the addition of a ladder truck, and the renovation of the County libraries in Lemoore and Avenal.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CAPITAL PROJECT MANAGEMENT SERVICES

July 27, 2021

Page 2 of 3

To ensure these projects were managed and administered appropriately, Administration published an RFQ for a capital project manager. The RFQ was published on May 21, 2021, and was closed on June 11, 2021. Administration received three submittals; Vanir, Kitchell, and 4Creeks. A scoring team comprised of staff from Administration, the County Library, the Fire Department, and Public Works analyzed and rated each submittal. From the scoring team's analysis, Administration made a determination that Vanir would be the most qualified to assist the County in effectively managing the capital projects. Vanir has a long history and experience with managing and constructing large-scale public facilities throughout the Central Valley. More specifically, Vanir has delivered various construction and construction management services for Clovis Fire Station Number 6, Tulare County Public Library, and Visalia Fire Station Number 56. In addition to these facilities, Vanir has past experience in delivering construction and construction management services for the City of Los Banos Police Department, the San Luis Obispo County Sheriff and Cal-Fire Dispatch Facility, a Learning Resource Center in Delano, California, and a jail expansion project in San Benito County. Specifically in Kings County, Vanir was the construction management company who assisted with the Assembly Bill (AB) 900 Phase II and III Jail Expansion projects for the Sheriff's Department, and will be providing construction management services for the Senate Bill (SB) 81 Round Two Juvenile Center Remodel Project.

Vanir has identified Roy Magdaleno as the specified Capital Project Manager to assist the County in carrying out the various projects outlined above. Roy has over 17 years experience in construction management, with relevant project experience in building a new police station for the City of Selma, an AB 900 Phase II Jail Expansion project for the County of San Benito, and AB 900 Jail Expansion Phase II, and III projects for Kings County.

The Capital Project Manager will work part-time to assist the County in overseeing and managing the capital projects outlined above. On the County's behalf, the Capital Project Manager will provide frequent communication and instruction to various contractors working on an applicable project. The role of the Capital Project Manager will be to coordinate and manage, as permitted in a part-time role, all aspects of capital projects through completion.

Capital project management services provided by Vanir will be as follows:

Planning

Oversee project conceptualization, site selection and preparation, feasibility studies, milestone creation, budget and budget control development, project master scheduling, and development of high-level project monitoring indicators and evaluation measures to ensure the goals of a project are accomplished within strict time and resource constraints. Identify key stakeholders that will receive frequent progress reports by others and updates throughout the life of a project.

Project Execution

Through effective project and construction management skills and as much as can be expected on a part-time basis, help to oversee that projects deliver on applicable timelines, budget constraints, and milestones. Conduct request for proposal processes as needed for project execution, writing the request, and assisting in selection of the awardee. Help the County determine access to utilities as needed and coordinate connections accordingly.

Agenda Item

CAPITAL PROJECT MANAGEMENT SERVICES

July 27, 2021

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Conduct periodic project team meetings as required to maintain project delivery schedules. Oversee the closeout and warranty of projects.

Project Monitoring

Review and oversee project progress through strategies and methodologies developed during project planning. Help keep projects on track and meet time constraints, and address any deficiencies discovered during project monitoring. Oversee and monitor design consultants, contractors, and their deliverables.

Project Closeout

Assist in overseeing that projects meet all requirements, including applicable reports and documentation to other agencies and entities in a timely manner according to project requirements. Track trade warranty and maintenance periods after construction, and help oversee that subcontractors properly closeout and finalize various aspects of each project.

Communication

Act as the liaison between the County and project contractors. Help handle disputes that arise between the County and contractors. Meet with contractors to resolve disputes. Lead, interface, and coordinate with various workers and other project professionals and permitting authorities on technical aspects of a project. Provide the County with frequent communication and reports on the status of active projects; including status on budget, milestones, requirements, and timelines (frequency can vary depending on the complexity and scope of the project).

Documentation Review and Examination

Review various project documents submitted to the County and provide timely recommendations based on expert experience and suggest needed action. Approve and authorize change orders during the course of a project. Coordinate with County staff and other stakeholders as needed. Help prepare documents needing to go before the Board for approval. Help produce and submit applicable state and federal reports as needed to satisfy project requirements.

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

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF KINGS AND
VANIR CONSTRUCTION MANAGEMENT, INC.
FOR THE PROVISION OF CAPITAL PROJECT MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2021, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Vanir Construction Management, a corporation registered to do business in California (hereinafter "Contractor").

R E C I T A L S

WHEREAS, the County requires capital project management services; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

Contractor shall receive \$195.00 per hour up to a total amount not to exceed \$135,000.00 as compensation in full for services rendered under this Agreement. Contractor shall not be entitled to nor receive any additional compensation from the County unless this Agreement is amended in writing by both parties.

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

immediately.

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

4. TERM

This Agreement shall be in full force and effect for one (1) year and shall commence on August 1, 2021, unless otherwise terminated in accordance with its terms. The parties shall have the option to extend this Agreement for an additional one (1) year on the same terms and conditions if mutually agreed upon written notice sent not less than thirty (30) days prior to the termination of this Agreement. Exercise of this option does not require an amendment to this Agreement.

5. RECORDS AND INSPECTIONS.

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

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board. Exercise of an option to extend this Agreement does not require or constitute an amendment thereof.

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 termination is for non-appropriation of funds, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching party shall provide written notice to the

breaching party of its intention to terminate the Agreement and inform the breaching party whether the breach is able to be cured.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching party deems the breach of a nature subject to cure, said party shall allow the breaching 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 Breach, the non-breaching 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 Breach to cure, the breaching party may submit a written proposal to the non-breaching party within that period, in which said party sets forth a specific plan to remedy the breach and a date certain for completion. If the non-breaching party agrees to the proposed plan in writing, the breaching party shall immediately commence curing the breach. If the breaching party fails to cure the breach within the time agreed upon by the parties, the non-breaching party may terminate the Agreement either immediately, on a date provided in the Notice of Breach, or provide the breaching party additional time to cure the breach.

b. Alternatively, the County may elect to cure the breach and charge any and all expenses incurred as a result thereof to the Contractor.

2) Breach Not Subject to Cure. If the non-breaching 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 Breach to the breaching party of its intent to terminate the Agreement for cause, in which it shall include a date upon which the Agreement terminates.

C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor'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. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party of previous acts by the other party that constitute a breach or default of the party's obligations under this Agreement serve as a waiver of the parties' right to assert that a breach or default of this Agreement has occurred, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to any breach or default.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right to obtain indemnification from the Contractor or any third parties, prior to the commencement of

work or execution of this Agreement, Contractor shall purchase the following types of insurance for the minimum limits as indicated below and maintain said policies throughout the term of the Agreement. Contractor shall further provide an Endorsed Additional Insured page from its Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Such proof shall be delivered as set forth under the Notice Section of this Agreement or as otherwise agreed between the parties. Failure to obtain, maintain, or provide proof of insurance coverage as required will be considered a material breach of the 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.

B. Endorsement of Policies. For each policy as outlined below, the County and its Board members, officials, officers, employees, and agents shall be endorsed 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.

C. 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.

D. Insurance Limits. The required insurance policies must be obtained for the amounts set forth, below, unless otherwise approved by the County's Risk Manager in writing prior to the execution of this Agreement.

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

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

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

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.

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

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

9. INDEMNIFICATION

A. Professional Services: When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and the County in the performance of professional services under this Agreement. Contractor 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, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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 by reason of this Agreement.

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

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. The parties mutually understand and agree this Agreement is by and between two

independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

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

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior

written consent of the County, subject to any required state or federal approval.

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

COUNTY:

COUNTY OF KINGS
1400 W. LACEY BLVD.
HANFORD CA 93230
ATTN: LARRY SPIKES, CAO
559.852.2378
LARRY.SPIKES@CO.KINGS.CA.US

CONTRACTOR:

VANIR CONSTRUCTION MANAGEMENT
4540 DUCKHORN DR. STE. 300
SACRAMENTO, CA 95834
ATTN: JERRY AVALOS, AREA MANAGER
559.496.0536
JERRY.AVALOS@VANIR.COM

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

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

23. NO THIRD PARTY BENEFICIARIES.

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

24. ADA COMPLIANCE

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

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

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

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

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

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

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

26. AUTHORITY

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

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

COUNTY OF KINGS

VANIR CONSTRUCTION MANAGEMENT, INC.

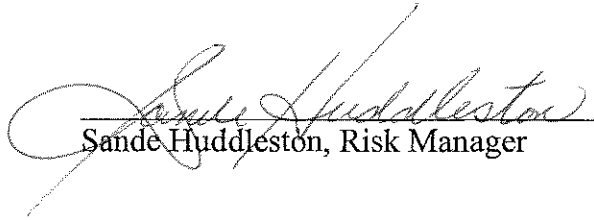
By: _____
Craig Pedersen, Chairman
Kings County Board of Supervisors

By: 
STEVEN WHITEHEAD, President

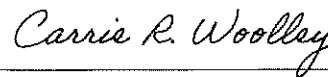
ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:


Sande Huddleston, Risk Manager

APPROVED AS TO LEGAL FORM:

By: 
Carrie R. Woolley, Assistant County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Kings County ADA Grievance Procedures

PL: 2021-42-733:[386284]

SCOPE OF WORK

The Capital Project Manager, on a limited and part-time basis, will assist the County in overseeing and managing various capital projects entered into between the County and construction industry vendors. On the County's behalf, the Capital Project Manager will provide frequent communication and instruction to various contractors working on an applicable project. The role of the Capital Project Manager will be to coordinate and manage, as permitted in a part-time role, all aspects of capital projects through completion. The project lifecycle in which the Capital Project Manager will oversee is planning, pre-design, design, construction bid/awards, construction, building information modeling services for design, procurement, and project closeout. To perform the duties outlined herein, the County anticipates the Capital Project Manager to be on campus one (1) to two (2) days a week, for an average of 12 hours per week or 30% of the week, either at a project site or in the County offices.

The Capital Project Manager's responsibilities are detailed as follows:

Planning

Oversee project conceptualization, site selection and preparation, feasibility studies, milestone creation, budget and budget control development, project master scheduling, and development of high-level project monitoring indicators and evaluation measures to ensure the goals of a project are accomplished within strict time and resource constraints. Identify key stakeholders that will receive frequent progress reports by others and updates throughout the life of a project.

Project Execution

Through effective project and construction management skills and as much as can be expected on a part-time basis, help to oversee that projects deliver on applicable timelines, budget constraints, and milestones. Conduct request for proposal processes as needed for project execution, writing the request, and assisting in selection of the awardee. Help the County determine access to utilities as needed and coordinate connections accordingly. Conduct periodic project team meetings as required to maintain project delivery schedules. Oversee the closeout and warranty of projects.

Project Monitoring

Review and oversee project progress through strategies and methodologies developed during project planning. Help keep projects on track and meet time constraints, and address any deficiencies discovered during project monitoring. Oversee and monitor design consultants, contractors, and their deliverables.

Project Closeout

Assist in overseeing that projects meet all requirements, including applicable reports and documentation to other agencies and entities in a timely manner according to project requirements. Track trade warranty and maintenance periods after construction, and help oversee that subcontractors properly closeout and finalize various aspects of each project.

Communication

Act as the liaison between the County and project contractors. Help handle disputes that arise between the County and contractors. Meet with contractors to resolve disputes.

Lead, interface, and coordinate with various workers and other project professionals and permitting authorities on technical aspects of a project. Provide the County with frequent communication and reports on the status of active projects; including status on budget, milestones, requirements, and timelines (frequency can vary depending on the complexity and scope of the project).

Documentation Review and Examination

Review various project documents submitted to the County and provide timely recommendations based on expert experience and suggest needed action. Approve and authorize change orders during the course of a project. Coordinate with County staff and other stakeholders as needed. Help prepare documents needing to go before the Kings County Board of Supervisors for approval. Help produce and submit applicable state and federal reports as needed to satisfy project requirements. **NOTE:** *Given the limited and part-time role of the Capital Project Manager, the documents within the Project Document Control processes such as Requests for Information (RFIs), Submittals, Correspondence, Potential Change Orders (PCOs), Architects Supplemental Information (ASIs), schedules, etc. will be handled directly between the project contractors and the assigned County personnel, with the Capital Project Manager overseeing the various processes and providing input as necessary.*

Exhibit B

County of Kings

ADA Self-Evaluation

Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 27, 2021

SUBMITTED BY: Administration – Larry Spikes
Chemical Waste Management – Bob Henry

SUBJECT: KETTLEMAN HILLS WASTE FACILITY QUARTERLY REPORT

SUMMARY:

Overview:

Quarterly report of facility activities at the Kettleman Hills Hazardous Waste Facility. The report will be given by representatives from Chemical Waste Management, the company that operates the facility.

Recommendation:

Accept the quarterly report from Chemical Waste Management.

Fiscal Impact:

None.

BACKGROUND:

On December 22, 2009, the Kings County Board of Supervisors adopted Resolution No. 09-073, which authorized issuing Conditional Use Permit No. 05-10 for Chemical Waste Management, Incorporated (CWM) to operate the Kettleman Hills Hazardous Waste Facility. As part of the conditions of approval as cited in condition #B-4 of Resolution No. 09-073, "That the General Manager of the CWM Kettleman Hills Facility shall give quarterly rather than monthly reports to the Board of Supervisors, in person, concerning the monitoring program and any and all other work or activity at the site, including any and all information sent to all regulatory agencies." In accordance with these provisions, the General Manager will attend the meeting updating your Board on the previous quarter's activities. The Board may, from time to time, require special reports concerning specific items or activities about which they are concerned in addition to the regular update.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 27, 2021

SUBMITTED BY: Fire Department – William Lynch/Joshua Cunningham

SUBJECT: CORCORAN DISTRICT HOSPITAL GRANT

SUMMARY:

Overview:

The Kings County Fire Department applied for a grant offered by the Corcoran District Hospital Board of Trustees for two Lucas 3.1 Chest Compression Systems, accessories, and a four-year service contract from the Corcoran District Hospital Board of Trustees. The Fire Department's project has been awarded and the department is requesting approval to accept the chest compression systems from the Corcoran District Hospital Board of Trustees. The Lucas 3.1 Chest Compression Systems will assist the department in providing life saving cardiopulmonary resuscitation (CPR) to the City of Corcoran residents.

Recommendation:

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

Fiscal Impact:

There is no current impact to the County General Fund or the Fire Fund. The Corcoran District Hospital Board of Trustees will purchase the two Lucas 3.1 Chest Compression Systems, accessory equipment, and a four year service contract for \$43,673 from Stryker Medical. Once the service contract meets the expiration date, the Fire Department will fund the maintenance and continue to utilize the equipment. The annual maintenance costs are estimated at \$1,400 per system.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CORCORAN DISTRICT HOSPITAL GRANT

July 27, 2021

Page 2 of 2

BACKGROUND:

The Corcoran District Hospital Board of Trustees is offering grants for projects that improve the health of the City of Corcoran residents. The Fire Department submitted a grant project for consideration to the Corcoran District Hospital Board of Trustees and the project was awarded for two Lucas 3.1 Chest Compression Systems, accessories, and a four-year service contract, which will provide annual onsite maintenance for the chest compression systems. The Corcoran District Hospital Board of Trustees will expend the funds for the project and give the equipment to the Fire Department. The chest compression systems will aid in the department's mission to save lives delivering life saving cardiopulmonary resuscitation (CPR). The machine is more capable of delivering effective CPR, than a human responder using their hands, because the machine is more consistent with compressions, which can provide a higher quality of service in almost every circumstance. One chest compression system will be assigned to Corcoran Fire Station #11, and the second chest compression system will be assigned to the South Hanford Fire Station #4 who regularly responds to emergencies in the Corcoran Hospital District.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 27, 2021

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: AIRPLANE PURCHASE OPTION AND DECLARATION OF SURPLUS EQUIPMENT

SUMMARY:

Overview:

The King's County Sheriff's Office is seeking authorization to pay the remaining lease to purchase the Flight Design Composite Technology Law Enforcement (CTLE) fixed wing law enforcement aircraft, declare it as surplus, and authorize placing it for sale by County Purchasing

Recommendation:

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

Fiscal Impact:

The remaining balance of the CTLE aircraft is estimated at \$122,079. Total cost to pay the remaining balance on the aircraft will be transferred from the Sheriff Contingencies Fund and paid from the Sheriff's Operations Capital Assets Budget, Budget unit 222000, Account number 94004.

BACKGROUND:

In 2014, the Kings County Sheriff's Office purchased a new, light sport, CTLE, two seat, fixed wing airplane. The airplane was purchased "turn key," and was delivered with law enforcement related equipment already installed.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted

On _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AIRPLANE PURCHASE OPTION AND DECLARATION OF SURPLUS EQUIPMENT

July 27, 2021

Page 2 of 2

The CTLE airplane is considered a light sport aircraft (LSA), meaning it is limited in its payload carrying capacity. The airplane cannot be operated weighing more than 3,500 pounds. It also only has two seats, so no other occupants besides the pilot and Tactical Flight Officer can occupy the aircraft.

Since its inception, the Air Support Unit (ASU) has simply out grown the current fixed wing aircraft, and have expanded beyond the airplane's capabilities. The surveillance camera (which is one of the main components of the aircraft) has reached its end of life, and parts for the camera system are no longer being produced. Additionally, more technological advanced camera systems cannot be installed on the aircraft due to weight limitations, which can not be avoided. The CTLE airplane is equipped with an entry level camera system and law enforcement equipment. More advanced camera systems and law enforcement equipment have a much more significant weight and simply cannot be supported by the current airplane. In addition, due to the limitations of the current camera system, the pilots must operate the aircraft at approximately 1,500 feet above the ground. Although this is a safe altitude, the pilots would prefer flying at much higher altitudes in the event an emergency situation arises, as there are more options available to pilots to handle emergencies and land the aircraft safely when flying at a higher altitude.

The current airplane only has approximately 500 hours of engine time remaining before the engine will need to be replaced per the manufacturer's recommendations. The cost of a new camera system can easily exceed \$1,000,000 and the cost of a new engine can exceed \$25,000.

The CTLE is made in Germany, and it is very difficult to purchase parts for the airplane. Currently, there are only about two companies in the United States that sell CTLE parts including basic parts, such as the smallest nuts and bolts.

At the November 3, 2020 Board meeting, the Board authorized the purchase of a Cessna 206 aircraft as a replacement to the CTLE. This aircraft has been purchased and now being utilized. Upon the purchase of the new aircraft, the Kings County Sheriff's Office agreed to return to the Board with a request under Section 25363 of the Government Code to sell the CTLE airplane to the highest bidder at a public auction, and convey the proceeds of that sale to the County Treasury.

Section 13 "Option to Purchase" of the California Abatement Lease-Purchase Agreement between the County of Kings and Government Capital Corporation provides Kings County with the option to purchase the property pursuant to the Option to Purchase.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 27, 2021

SUBMITTED BY: Administration – Larry Spikes/Domingo Cruz
Public Works Department – Dominic Tyburski

SUBJECT: SENATE BILL 81 ROUND TWO JUVENILE CENTER REMODEL PROJECT –
CONSTRUCTION AGREEMENTS

SUMMARY:

Overview:

On May 25, 2021, your Board awarded the bid for the County's Senate Bill 81 Round Two Juvenile Center Remodel Project ("the SB 81 Project") to the apparent lowest bidder, Bowe Contractors, Inc. The State Department of Finance has approved the contract award on July 23, 2021, and a construction agreement approved by your Board is now needed to move the project forward.

Recommendation:

- a. Award the Senate Bill 81 Project's Notice to Proceed to Bowe Contractors Inc.;
- b. Approve the Construction Agreement;
- c. Authorize the Public Works Director to approve change orders up to ten percent; and
- d. Approve the Agreement Amendment number two for Vanir Construction Management, Inc. for additional program management services during the construction phase.

Fiscal Impact:

The total cost of the SB 81 Project is \$20,111,754, which is included in the Recommended Fiscal Year (FY) 2021-2022 Budget, Budget Unit 700003 (KC SB 81 Project), Account 94105 (SB 81 Project). The State will provide \$9,600,000 for the Project, and the County is providing \$10,511,754 in Cash Match. The Cash Match is provided by the following sources:

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

SENATE BILL 81 ROUND TWO JUVENILE CENTER REMODEL PROJECT – CONSTRUCTION AGREEMENTS

July 27, 2021

Page 2 of 3

Approved Match Dollars:

• Capital Outlay Funds	\$3,972,473
• Mental Health Services Act Capital funds	\$600,000
• Public Protection Impact Fees	\$3,718,340
• Youthful Offender Block Grant Reserves	\$2,020,941
• Juvenile Re-entry Grant	\$200,000

Vanir Construction Management, Inc. (Vanir)'s agreement amendment number two will increase the amount from \$492,420 to a total amount of \$699,420, a \$207,000 increase, which is also included in the Recommended FY 2021-2022 Budget.

BACKGROUND:

On June 15, 2021, your Board adopted the Senate Bill 81 ("SB 81") Round Two Juvenile Center Remodel Project budget resolution in order to proceed with construction financing, which assured the State Public Works Board ("SPWB") and the State Department of Finance that the funding source(s) are lawfully available for the purposes of funding the Project, and that the County covenants to appropriate funds for the purpose of the Project.

The SB-81 Project consists of remodel to and an expansion of the existing County's Branch Jail facility, which will build a new Juvenile Center and Juvenile Day Reporting Center. The remodel and new construction includes housing, classrooms, program space, office space, and a day reporting center. The project includes 32-beds, classroom space, medical and programming space, a booking and intake control room, outdoor recreation, warming kitchen, and yard areas.

The project also includes, but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security; and fire protection systems, and all other necessary appurtenances. This will enable the facility to be better equipped to provide services to the entire juvenile population. The agreement requires the work to be completed within 15 months, or approximately 456 calendar days. Estimated start of construction is July 27, 2021, and the estimated completion date is October 20, 2022. It is also anticipated that the occupancy date is January 18, 2023.

The Board entered into Agreement 15-058 on June 23, 2015 with Vanir Construction Management, Inc. (Vanir) to provide construction management and other services for the County's Juvenile Center Project, as funded under SB 81. The first Amendment Agreement, 15.058.1, was approved on July 2, 2019 to conduct a construction cost estimation services. This was needed in order to have an appropriate understanding of what the project costs was during that time period in the construction market. The updated cost re-estimation allowed the County to make necessary adjustments to the project by conducting a value engineering activity to stay within the allotted budget.

As the Juvenile Center project progresses, the project has met unexpected delays through the State's review and approval process. Due to this delay, the projection for their original proposal have increased since their original

Agenda Item

SENATE BILL 81 ROUND TWO JUVENILE CENTER REMODEL PROJECT – CONSTRUCTION AGREEMENTS

July 27, 2021

Page 3 of 3

proposal submission in 2015 therefore, requiring additional program management services during the construction phase.

Staff requests that your Board approve the construction agreement with Bowe Contractors Inc. and Vanir's agreement amendment number two in order to move the project forward to construction phase.

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

Agreement No. 15-058.2

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF KINGS AND VANIR CONSTRUCTION MANAGEMENT, INC.
FOR CONSTRUCTION MANAGEMENT AND OTHER SERVICES RELATED
TO THE SB 81 JUVENILE CENTER REMODEL PROJECT**

This second amendment to that Agreement commencing on June 23, 2015, (“Second Amendment”) is made on this 27th day of July, 2021, by and between the County of Kings (“County”) and Vanir Construction Management, Inc. (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the County and Contractor entered into that Agreement commencing on June 23, 2015, for construction management and other services related to the SB 81 Juvenile Center Remodel Project; and

WHEREAS, as set forth in Section 4.2, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify the Agreement to increase the amount of compensation to Consultant due to costs incurred because of project delays.

NOW, THEREFORE, the parties agree as follows:

1. Consultant shall be paid an additional \$207,000.00 to compensate Consultant in full for any and all additional services and costs incurred because of project delays.
2. The recitals are an integral part of this Second Amendment and are incorporated herein.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Agreement to be executed on the day and year as provided above.

County of Kings

Vanir Construction Management, Inc.

By: _____

Craig Pedersen, Chairman
Board of Supervisors
County of Kings

By: _____

APPROVED AS TO LEGAL FORM:

Carrie R. Woolley, Interim County Counsel

SECTION 00 52 13
CONSTRUCTION AGREEMENT
for
Kings County Juvenile Center Remodel Project SB 81

THIS AGREEMENT, made and entered into this 27th day of July, 2021, by and between the County of Kings, hereinafter referred to as "Owner," and Bowe Contractors, Inc., hereinafter referred to as "Contractor."

That the parties hereto, for and in consideration of the covenants, promises, and agreements to be made, kept, and performed as hereinafter set forth, do agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The complete Agreement between Owner and Contractor consists of the following Contract Documents, which are incorporated herein by reference as though fully set forth, except for modifications issued after execution of this Agreement, and enumerated as follows:

- 1.1. This Construction Agreement.
- 1.2 The General Conditions and Supplementary Conditions, which contain the defined terms common to all Contract Documents and to this Agreement, specifically.
- 1.3 The Plans and Specifications, as approved by the Kings County Board of Supervisors and amended by addenda, if any.
- 1.4 The Addenda, if any, as follows:

Number	Date
1	11/13/2020
2	2/1/2021
3	2/12/2021
4	2/12/2021
5	2/12/2021
6	3/15/2021
7	3/17/2021
8	4/19/2021

ARTICLE 2
THE WORK

Contractor agrees to furnish at his or her own cost and expense, all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation, and services necessary to complete the construction of the **Kings County Juvenile Center Remodel Project SB 81**, in strict accordance with the Contract Documents. All Work shall be completed in a good and workmanlike manner.

ARTICLE 3
CONTRACT TIME

3.1 For the purpose of determining the Contract completion date, the date of commencement shall be ten (10) calendar days after the mailing of the written Notice to Proceed.

3.2 The Work shall be commenced on the date provided for in Section 3.1 and shall be diligently pursued by Contractor and completed no later than the Contract Time of four hundred fifty six (456) calendar days from the date of commencement.

ARTICLE 4
CONTRACT PRICE

4.1 For the erection, construction, and completion of the Work as described in Article 2 and in strict compliance with the Contract Documents, Owner agrees to pay to Contractor the Contract Price of Sixteen Million Five Hundred Twenty Thousand dollars (\$16,520,000.00), subject to any additions or deductions as provided in the Contract Documents.

4.2 The Contract Price includes following allowances, which are described in the Contract Documents and are hereby accepted by Owner:

Allowance No. 1: \$975,000.00 for an Electronics Security Contractor.

Allowance No. 2: \$140,000.00 for the door hardware work of the Detention Equipment Contractor.

4.3 The Contract Price includes the amount agreed to between Owner and Contractor in a separate agreement, executed on June 25, 2021 (Agreement No. 21-075), for Modular Design Services. Any compensation for services rendered under Agreement No. 21-075 shall be part of the total compensation due Contractor under this Agreement and shall be deducted from the Contract Price as necessary to ensure the Contract Price accurately reflects the Work as covered by this Agreement and the work covered by Agreement No. 21-075.

ARTICLE 5
PROGRESS PAYMENTS

5.1 Applications for Payment shall be submitted in a timely manner by Contractor on or before the date mutually agreed upon by Owner and Contractor unless otherwise provided for in the Contract Documents. The form shall be approved by Owner.

5.2 Progress payments shall be adjusted and made as set forth in the General Conditions or otherwise in the Contract Documents, as applicable.

ARTICLE 6
FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Price minus any amounts subject to stop notices or dispute amounts shall be made by Owner to Contractor when: 1) the Contract has been fully performed by Contractor; and 2) a final Certificate for Payment has been issued by Inspector. Such final payment shall be made by Owner not more than sixty (60) days after the recording of the Notice of Completion.

6.2 Pursuant to Section 7201 of the Public Contract Code, retention proceeds withheld by Owner from any payment, except in the event of a dispute, and shall not exceed five percent (5%) of the payment. In no event shall Owner withhold retention proceeds in excess of five percent (5%) of the Contract Price, unless Owner's governing body, or its designee, prior to going to bid, held a public hearing during which the Work was declared substantially complex as defined in Section 7201 of the Public Contract Code. Contractor and Subcontractors shall be bound by these restrictions on the amount of retention proceeds withheld from any payments and shall have the limitations of Section 7201 of the Public Contract Code included in any contracts concerning any Work in connection with the Contract Documents.

6.3 Pursuant to Section 7107 of the Public Contract Code, in the event of a dispute between Owner and Contractor, Owner may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute. Except as so withheld or amounts withheld pursuant to valid stop notices, Owner shall release any retention proceeds withheld within sixty (60) days after the date of completion of the Work. In the event retention payments are not made within the time periods required by Section 7107 of the Public Contract Code, Owner shall be subject to the interest payment provisions of subdivision (f) of Section 7107.

ARTICLE 7 MISCELLANEOUS

7.1 Liquidated Damages shall be imposed upon Contractor should Contractor fail to complete the Work within the Contract Time or as otherwise provided in the Contract Documents. Contractor shall also become liable to Owner for all losses and damages which Owner may suffer on account of any other basis. Owner reserves the right to withhold payment of amounts expected to be withheld as liquidated damages from any payments in the event Contractor's schedule shows a delay in completion as specified above.

7.2 It is hereby further agreed that in case Contractor does not complete the Work within the Contract Time, for reasons or causes other than those provided for in the Contract Documents, Owner will be damaged. After considering such a breach and all aspects of the Work including, but not limited to, the type of Work to be completed, the current and future uses of facilities and premises that will be affected by a delay to the completion of the Work, the disarrangement of premises and facilities during the Work, and the additional cost and difficulty of using disarranged, alternative, or temporary facilities necessitated by any delay to the completion of the Work, the parties agree that a reasonable amount of damages resulting from such a breach, if any, will be two thousand dollars (\$2,000.00) per calendar day. The parties further understand and agree that the withholding of this amount, if necessary, will constitute the payment of liquidated damages and not a penalty. The parties agree that this amount is manifestly reasonable under the circumstances existing at the time of this agreement due to the nature of the Work to be performed and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of breach. In case of such breach, it is agreed that Owner may deduct the amount thereof from any monies due or to become due to Contractor under the Contract Documents.

7.3 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those Conditions.

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by Owner or Contractor as provided in Article 10 of the General Conditions.

8.2 The Work may be suspended by Owner as provided in Article 10 of the General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have executed this Construction Agreement on the day and year first above written.

Owner, County of Kings

Bowe Contractors, Inc.

By: _____
Craig Pedersen, Chairman
Kings County Board of Supervisors


By:  _____
Darin Bowe, President

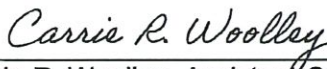
ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

APPROVED AS TO FORM:


Sande Huddleston, Risk Manager

By:  _____
Carrie R. Woolley, Assistant County Counsel

NOTE: If Contractor executing this contract is a corporation, a certified copy of the By-Laws, or of the Resolution of the Board of Directors, authorizing the officers of said corporation to execute the contract and the bonds required thereby must be annexed thereto.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 27, 2021

SUBMITTED BY: Department of Public Health – Edward Hill

SUBJECT: NOVEL CORONAVIRUS 2019 COUNTY UPDATE

SUMMARY:

Overview:

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

Recommendation:

Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

Fiscal Impact:

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

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there are vaccines for antiviral treatment of COVID-19. County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 27, 2021

SUBMITTED BY: Administration – Larry Spikes/Kyria Martinez
County Counsel – Carrie Woolley/Diane Freeman

SUBJECT: SECOND REDISTRICTING PUBLIC HEARING

SUMMARY:

Overview:

The County is required as part of its 2021 redistricting process to hold a minimum of four public hearings to engage the public in its redistricting process. The County held its first public hearing on July 20, 2021. The County will hold a second public hearing on July 27, 2021 at 10:00 a.m.

Recommendation:

Conduct the County's second public hearing for the County's 2021 supervisorial redistricting process.

Fiscal Impact:

None.

BACKGROUND:

A minimum of four (4) public hearings are required as part of the County's redistricting process. The County held its first public hearing on July 20, 2021. The County will hold a second public hearing on July 27, 2021 to further introduce and facilitate discussion on: (1) the redistricting process with the planned timeline for public hearings; (2) the rules and goals governing the redistricting process; (3) how to define neighborhoods; (4) how to define communities of interest; and (5) the options available for public mapping and map review. The County will provide at the hearing live Spanish language translation.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



Agenda Item

SECOND REDISTRICTING PUBLIC HEARING

July 27, 2021

Page 2 of 2

Members of the community have been encouraged to participate. Notice of today's Public hearing was published on the County's website www.RedistrictKings.com at least five (5) days in advance. It has additionally been promoted online through social media, as well as with a flyer that was both posted online and distributed to local community groups and members via email. Flyers were also displayed on County facility counters. Public hearing notices were also published in the Hanford Sentinel July 24, 2021. Upon conclusion of the hearing, the County will make available online recordings or written summaries of the public hearing.

REDISTRIC KINGS

County of Kings Introduction to Redistricting

July 27, 2021

Dr. Jeff Tilton, Senior Consultant
National Demographics Corporation

Redistricting Process

Step	Description
Initial Hearings July 20, July 27, August 31 10:00 a.m.	<ul style="list-style-type: none"> Held prior to release of draft maps Educate and to solicit input on the communities in the Districts
Census Data: Mid/Late August	<ul style="list-style-type: none"> Census Bureau releases official 2020 Census population data.
California Data: Early October 2021	<ul style="list-style-type: none"> California Statewide Database releases California's official 'prisoner-adjusted' 2020 redistricting data.
Draft Map Hearing November 3 6:30 p.m.	<ul style="list-style-type: none"> Discuss and revise the draft maps Discuss the election sequence Draft maps due: October 20, 5 p.m. Draft maps posted to website by October 27, 5 p.m.
Draft Map Hearing December 7 10:00 a.m.	<ul style="list-style-type: none"> Discuss and select a map Discuss and determine the election sequence; first reading of ordinance Draft maps due: November 22, 5 p.m. Draft maps posted to website by November 29, 5 p.m.
Map Adoption December 14 10:00 a.m.	<ul style="list-style-type: none"> Final map adopted via second reading of ordinance

Redistricting Rules and Goals

1. Federal Laws

Equal Population
Federal Voting Rights Act
No Racial Gerrymandering



2. California Criteria for Counties

1. Geographically contiguous
2. Undivided neighborhoods and “communities of interest”
(Socio-economic geographic areas that should be kept together)
3. Cities and CDP’s
4. Easily identifiable boundaries
5. Compact
(Do not bypass one group of people to get to a more distant group of people)

Prohibited:

“Shall not favor or discriminate against a political party.”



July 27, 2021

3

Defining Neighborhoods

1st Question: what is your neighborhood?

2nd Question: what are its geographic boundaries?

Examples of physical features defining a neighborhood boundary:

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks or schools
- Other neighborhood landmarks

In the absence of public testimony, planning records and other similar documents may provide definition.



July 27, 2021

4

Beyond Neighborhoods: Defining Communities of Interest

1st Question: what defines your community?

- Geographic Area, plus
- Shared issue or characteristic
 - Shared social or economic interest
 - Impacted by county policies
- Tell us “your community’s story”

2nd Question: Would this community benefit from being “included within a single district for purposes of its effective and fair representation”?

- Or would it benefit more from having multiple representatives?

Definitions of Communities of Interest may not include relationships with political parties, incumbents, or political candidates.



July 27, 2021

5

Possible Neighborhoods / Communities

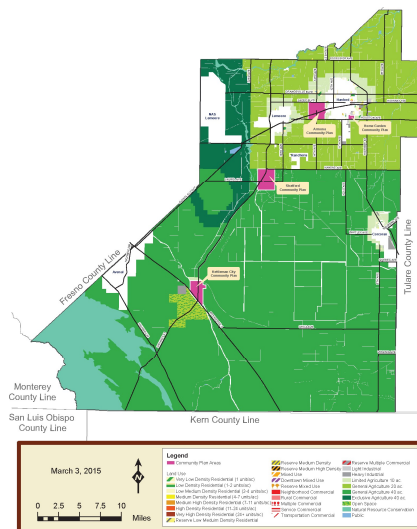
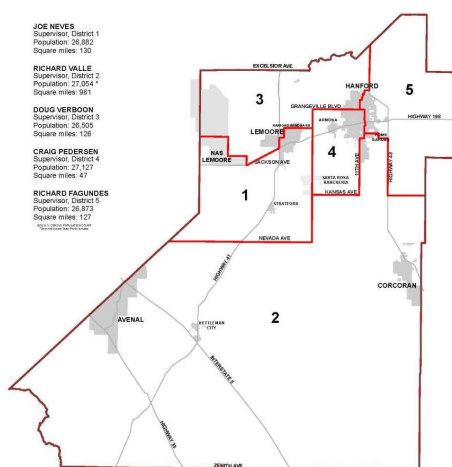
JOE NEVES
Supervisor, District 1
Population: 26,882
Square miles: 120

RICHARD VALLIE
Supervisor, District 2
Population: 27,054
Square miles: 961

DOUG VERBOON
Supervisor, District 3
Population: 28,505
Square miles: 126

CRAIG PEDERSEN
Supervisor, District 4
Population: 27,127
Square miles: 47

RICHARD FAGUNDES
Supervisor, District 5
Population: 26,873
Square miles: 127



July 27, 2021

6

Public Mapping and Map Review Tools

- Different tools for different purposes
- Different tools for different levels of technical skill and interest
 - Simple “review draft maps” tool
 - Easy-to-use “Draw your neighborhood” tool
 - Paper- and Excel-based simple “Draw a draft map” tools
 - Powerful, data-rich “Draw a draft map” tool

Whether you use the powerful (but complicated) online mapping tool, Excel, the paper kit, or just draw on a napkin, we welcome your maps!



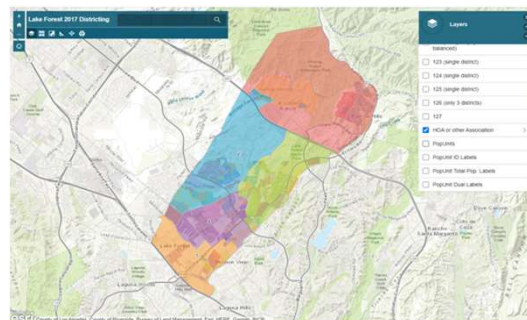
July 27, 2021

7

Simple Map Review Tool

Online Interactive Review Map

- ESRI's “ArcGIS Online” – similar to Google Maps in ease of use
- Used to review, analyze and compare maps, not to create them
- Includes overlays of “community of interest” and other Story Map data
- [Sample map from Lake Forest](#)



July 27, 2021

8

Simple Map Drawing Tool

Paper "Public Participation Kit"

- For those without internet access or who prefer paper
- Total Population Counts only – no demographic numbers
- Geographic units would be tracts, CDP's and smaller cities

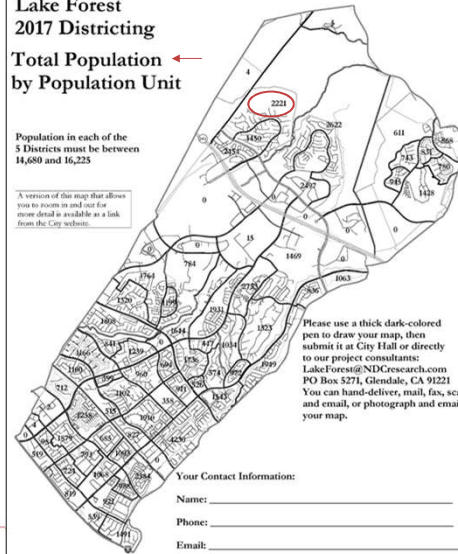


Lake Forest 2017 Districting

Total Population by Population Unit

Population in each of the 5 Districts must be between 14,680 and 16,225

A version of this map that allows you to zoom in and out for more detail is available as a link from the City website.



Your Contact Information:

Name: _____
Phone: _____
Email: _____

©2015 CALPWR National Demographics Corporation, July 30, 2017

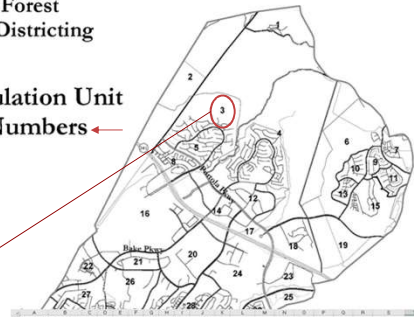
Simple Map Drawing Tool + Excel Supplement

"Public Participation Kit"

- For those who know Excel and do not wish to use online tools
- Adds CVAP data
- Excel does the math
- Geographic units would be tracts, CDP's and smaller cities

Lake Forest 2017 Districting

Population Unit ID Numbers



Unit	Pop	Hispanic	Black	Asian	Other	White	Hispanic	Black	Asian	Other	White	Hispanic	Black	Asian	Other	White
1	1,216	0	0	0	0	1,216	0	0	0	0	1,216	0	0	0	0	1,216
2	1,216	0	0	0	0	1,216	0	0	0	0	1,216	0	0	0	0	1,216
3	1,216	0	0	0	0	1,216	0	0	0	0	1,216	0	0	0	0	1,216
4	1,216	0	0	0	0	1,216	0	0	0	0	1,216	0	0	0	0	1,216
5	1,216	0	0	0	0	1,216	0	0	0	0	1,216	0	0	0	0	1,216

DistrictR

“Draw Your Community of Interest” focus

- **DistrictR.org**
- Also includes simple district-mapping tool; Only available in English
- Similar external options: [Representable.org](https://representable.org), [DrawMyCACommunity.org](https://drawmycacommunity.org)



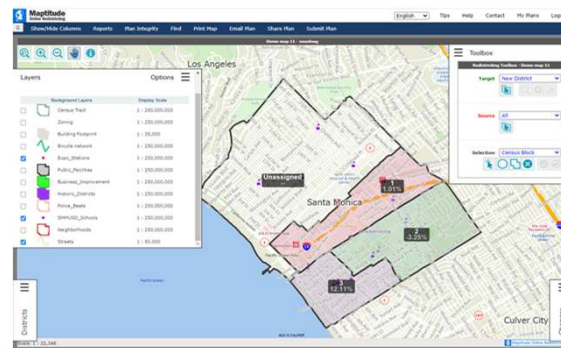
July 27, 2021

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Caliper's “Maptitude Online Redistricting”

Full Database, Powerful Online Mapping Tool

- Powerful, common, data-rich online tool
- Six language options: English, Spanish, Portuguese, Vietnamese, Mandarin and Korean
- [Quick Start Guide](#)



July 27, 2021

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Share Your Thoughts

Website

www.RedistrictKings.com

Phone

559.852.2445

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Public Hearing & Discussion

- ✓ What is your neighborhood and what are its boundaries?
- ✓ What other notable areas are in the County and its Cities, and what are their boundaries?
- ✓ Any questions about the mapping tools?

SECOND PUBLIC HEARING (August 31, 2021)

Discussion, then Action:

Vote on areas that meet each AB 849 definition:

- “neighborhoods”
- “communities of interest . . . that should be included within a single district for purposes of its effective and fair representation.”



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REDISTRIC KINGS

Condado de Kings

Introducción a la Redistribución de Distritos

27 de julio de 2021

Dr. Jeff Tilton, Consultor Sénior
National Demographics Corporation

Proceso de Redistribución de Distritos

Paso	Descripción
Dos audiencias iniciales 20 de julio, 27 de julio & 31 de agosto 10:00 a.m.	<ul style="list-style-type: none"> Organizado antes de la publicación de los borradores de mapas Educación y solicitar información sobre las comunidades de los distritos.
Dato de Censo: Medios/finales de agosto	<ul style="list-style-type: none"> La Oficina del Censo publica datos oficiales de población del Censo 2020.
Datos de California: Principios de octubre de 2021	<ul style="list-style-type: none"> La base de datos estatal de California publica los datos oficiales de redistribución de distritos de 2020 "ajustados por prisioneros" de California.
Audiencia del borrador del mapa 3 de noviembre 6:30 p.m.	<ul style="list-style-type: none"> Discutir y revisar los borradores de mapas Discutir la secuencia de las elecciones Fecha límite de los borradores de mapas: 20 de octubre a las 5 p.m. Borradores de mapas publicados en el sitio web antes del 27 de octubre a las 5 p.m.
Audiencia del borrador del mapa 7 de diciembre 10:00 a.m.	<ul style="list-style-type: none"> Discutir y seleccionar un mapa Discutir y determinar la secuencia de elecciones; primera lectura de la ordenanza Fecha límite de los borradores de mapas: 22 de noviembre a las 5 p.m. Borradores de mapas publicados en el sitio web antes del 29 de noviembre a las 5 p.m.

Reglas y Metas de Redistribución de Distritos

1. Leyes Federales

Igualdad de Población
Ley Federal de Derechos Electorales
Sin la manipulación racial de distritos injustos electorales



2. Criterios de California para Condados

1. Geográficamente contiguo
2. Vecindario indiviso y "comunidades de interés"
(Áreas geográficas socioeconómicas que deben mantenerse juntas)
3. Ciudades y los CDP
4. Límites fácilmente identificables
5. Compacto
(No omita un grupo de personas para llegar a un grupo de personas más distante)

Prohibido:

"No favorecerá ni discriminará a un partido político."



20 de julio de 2021

3

Definición de Vecindario

Primera Pregunta: ¿cuál es tu vecindario?

Segunda Pregunta: ¿cuáles son sus límites geográficos?

Ejemplos de entidades físicas que definen un límite de un vecindario:

- Líneas divisorias naturales del vecindario, como carreteras o carreteras principales, ríos, canales y colinas
- Áreas alrededor de parques o escuelas
- Otros puntos de referencia del vecindario

En ausencia de testimonio público, los registros de planificación y otros documentos similares pueden proporcionar definición.



20 de julio de 2021

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Herramientas de mapeo público y revisión de mapas

- **Diferentes herramientas para diferentes propósitos**
- **Diferentes herramientas para diferentes niveles de habilidad técnica e interés.**
 - Herramienta fácil para "revisar borradores de mapas"
 - Herramienta fácil de usar "Dibuja tu vecindario"
 - Herramientas fáciles para "Dibujar un borrador de mapa" basadas en papel y Excel
 - Herramienta poderosa y rica en datos "Dibujar un mapa preliminar"

Ya sea que use la poderosa (pero complicada) herramienta de mapas en línea, Excel, el kit de papel o simplemente dibuje en una servilleta, ¡le damos la bienvenida a sus mapas!



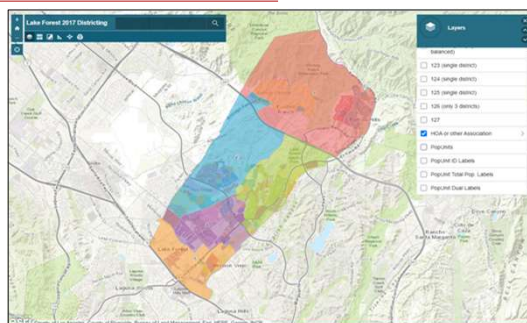
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Herramienta de Revisión de Mapas Fácil

Mapa de revisión interactivo en línea

- "ArcGIS Online" de ESRI - similar a Google Maps en facilidad de uso
- Se utiliza para revisar, analizar y comparar mapas, no para crearlos.
- Incluye superposiciones de "comunidad de interés" y otros datos de Story Map
- Mapa de muestra de Lake Forest



20 de julio de 2021

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DistrictR

Enfoque "Dibuje su comunidad de interés"

- También incluye una herramienta fácil de mapeo de distritos
- Solo disponible en inglés
- Opciones externas similares: Representable.org, DrawMyCACommunity.org



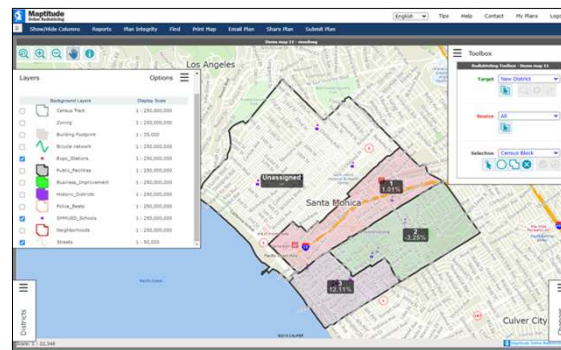
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"Redistribución de Distritos en Línea de Maptitude" de Caliper

Base de Datos Completa, Poderosa Herramienta de Mapeo en Línea

- Herramienta en línea poderosa, común y rica en datos
- Seis opciones de idioma: inglés, español, portugués, vietnamita, mandarín y coreano
- [Guía de inicio rápido](#)



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Comparte Sus Pensamientos

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Audiencia Pública y Discusión

¿Cuál es su vecindario y cuáles son sus límites?

¿Qué otras áreas notables hay en el Condado y sus Ciudades, y cuáles son sus límites?

¿Alguna pregunta sobre las herramientas de mapeo?

SEGUNDA AUDIENCIA PÚBLICA (31 de agosto de 2021)

Discusión, luego Acción:

Vote en las áreas que cumplen con cada definición de AB 849:

- “Vecindarios”
- “comunidades de interés. . . que debe incluirse dentro de un solo distrito a los efectos de su representación efectiva y justa.”



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