



Kings County Board of Supervisors

Kings County Government Center
1400 W. Lacey Boulevard ❖ Hanford, California 93230
☎ (559) 852-2362 FAX (559) 585-8047

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board of Supervisors Office at (559) 852-2362 by 3:00 p.m. on the Friday prior to this meeting.

Agenda

May 13, 2014

Place: Board of Supervisors Chambers
Kings Government Center, Hanford, CA

Chairman:	Joe Neves	(District 1)	Staff:	Larry Spikes, County Administrative Officer
Vice Chairman:	Richard Fagundes	(District 5)		Colleen Carlson, County Counsel
Board Members:	Richard Valle	(District 2)		Catherine Venturella, Clerk of the Board
	Doug Verboon	(District 3)		
	Tony Barba	(District 4)		

Please turn off cell phones and pagers, as a courtesy to those in attendance.

8:30 AM KINGS COUNTY IN HOME SUPPORTIVE SERVICES SPECIAL MEETING – See separate Agenda

Regular Meeting

- I 9:00 AM CALL TO ORDER
ROLL CALL – Clerk of the Board
INVOCATION – Bobby Guerra – Hanford Pentecostal Church of God
PLEDGE OF ALLEGIANCE
- II 9:00 AM 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. Five (5) minutes are allowed for each item.
- III 9:05 AM EMPLOYEE RECOGNITION – Larry Spikes/Peggy Montgomery
Presentation of plaque to Aida Guzman, Program Specialist – Human Services Agency for being selected as Outstanding Employee of the 1st Quarter 2014.
- ADJOURN AS THE BOARD OF SUPERVISORS*
- IV 9:10 AM CONVENE AS THE BOARD OF EQUALIZATION
- Consider accepting a withdrawal on Application for Changed Assessment No. 12-003, filed by Paul A. Martinson.

ADJOURN AS THE BOARD OF EQUALIZATION

RECONVENE AS THE BOARD OF SUPERVISORS

V 9:15 AM CONSENT CALENDAR

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.

A. Approval of the Minutes: April 29, 2014.

B. Agriculture Department:

Consider authorizing the Chairman to sign Agreement No. 14-0016-SA with the California Department of Food and Agriculture for the Weighmaster and Petroleum cooperative Agreement in the amount of \$2,850 for FY 2014/2054.

C. County Counsel:

1. Consider ratifying the County Emergency Services Director's Proclamation renewing the Resolution declaring a local emergency due to drought conditions in Kings County.
2. Consider adopting a Resolution regarding the withdrawal from the Mid-Valley Water Authority and related Joint Powers Agreement.

D. Health Department:

Consider adopting a Resolution and authorizing the Director of Public Health Services to sign a Local Enforcement Agency (LEA) Grant application to the Department of Resources Recycling and Recovery (CalRecycle) and, subsequently, execute all necessary Agreements to secure these grant funds for Kings County.

E. Public Works Department:

Consider adopting a Resolution proclaiming May 18-24, 2014 as "National Public Works Week" in Kings County.

F. Information Technology:

Consider declaring fourteen vehicles surplus and available for sale and authorize the Purchasing Manager to consign them to Public Surplus for sale on their website.

G. Administration:

1. Consider authorizing the Chairman to sign Certificates to recognize the Employee Recognition Committee and volunteers who made the Employee Barbeque a success.
2. Consider denying a claim for damages filed by Haddad & Sherwin on behalf of their clients, Laurie and Randy DiGiantomasso and directing County Counsel to advise the claimant of the action.

VI REGULAR AGENDA ITEMS

9:20 AM A. Behavioral Health – Mary Anne Ford Sherman/Ahmad Bahrami

Consider approving the revised bi-laws of the Kings County Behavioral Health Advisory Board to expand the terms for elected members from one to two years.

9:25 AM B. Fire Department – William Lynch

1. Consider adopting a Resolution authorizing an interfund loan between the County of Kings Fire Fund (special revenue fund) and County of Kings Fleet Fund (internal services fund).
2. Consider authorizing the purchase of two Glock M22 firearms, two PDL holsters and two sets of body armor from ProForce Law Enforcement in an amount not to exceed \$2,483; and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
3. Consider authorizing the Purchasing Manager to accept the minimum bid of \$111,771 and award the bid to Keller Motors of Hanford, CA for the purchase of three ¾ ton pickups.
4. Consider authorizing the Chairman to execute and sign the Agreement with Howell Consulting, Inc., for Emergency Operation Plan (EOP) updates for Kings County and the cities of Avenal, Corcoran, Hanford and Lemoore to provide services necessary to meet all State and Federal requirements of the EOP revision.

9:35 AM C. Human Resources – Allison Picard

Consider approving an adjustment upward of six salary ranges (approximately 6%) for the GIS Specialist II, from Range 182.0 to Range 188.0; and adjusting the salary of the incumbent (J. Walker) in accordance with Personnel Rule 13071, Salary Range Adjustment, effective in pay period 14-11 (May 12, 2014).

9:40 AM D. Sheriff's Department – Dave Robinson

Consider authorizing out-of-state travel for four Emergency Dispatchers of the Kings County Sheriff's Department to train and observe the Spillman Dispatching services in Carson City and Gardnerville, Nevada. The dates are still to be determined.

**9:45 AM E. Administration – Larry Spikes/Deb West
 Human Resources – Allison Picard
 Department of Finance – Rebecca Carr**

Consider:

1. Rescinding the budget appropriation and transfer form adopted on March 18, 2014; and
2. Authorizing the Clerk of the Board to sign a revised budget appropriation and transfer form increasing appropriations by \$242,500, which includes \$131,200 to be transferred from general fund contingencies as well as \$111,300 being cost applied from Human Services to the budget unit titled Financial/HR Systems, Contractual Services. **(4/5 vote required)**

9:50 AM F. Administration – Larry Spikes/Rebecca Campbell

Consider authorizing the Chairman to sign the Agreement with Vanir Construction Management, Inc. to provide project and construction management services for the Kings County SB 1022 Jail Phase III project.

VII 9:55 AM G. 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 10:00 AM H. CLOSED SESSION

Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]

Negotiator: Larry Spikes

- **Detentions Deputies' Association**

Litigation initiated formally. The title is: *California High-Speed Rail Authority, et al., v. Superior Court of Sacramento County*, Sacramento County Superior Court Case No. 34-2013-00140689, now on appeal with the 3rd Appellate District, Case No. C075668 [Govt. Code Section 54956.9(d)(1)]

Deciding to initiate litigation. *1 case* [Govt. Code Section 54956.9(d)(4)]

Personnel Matter: Public Employee Appointment: Human Resources Director: [Govt. Code Section 54957]

IX I. ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, May 20, 2014, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

May 20	9:00 AM	Regular Meeting
May 26	---	COUNTY OFFICES CLOSED IN OBSERVANCE OF MEMORIAL DAY
May 27	---	REGULAR MEETING CANCELED
June 3	9:00 AM	Regular Meeting
June 10	9:00 AM	Regular Meeting
June 17	9:00 AM	Regular Meeting
June 24	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.



Kings County Board of Supervisors

Kings County Government Center
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Action Summary

April 29, 2014

Place: Board of Supervisors Chambers
Kings Government Center, Hanford, CA

Chairman:	Joe Neves (District 1)	Staff:	Larry Spikes, County Administrative Officer
Vice Chairman:	Richard Fagundes (District 5)		Colleen Carlson, County Counsel
Board Members:	Richard Valle (District 2)		Catherine Venturella, Clerk of the Board
	Doug Verboon (District 3)		Hanford Sentinel: Not present
	Tony Barba (District 4)		Grand Jury: Two members present

Please turn off cell phones and pagers, as a courtesy to those in attendance.

Regular Meeting

I B 1

CALL TO ORDER

ROLL CALL – Clerk of the Board

ALL MEMBERS PRESENT

II B 2

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. Five (5) minutes are allowed for each item.

None

III B 3

CONSENT CALENDAR

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.

A. Approval of the Minutes: April 22, 2014.

B. Behavioral Health:

Consider adopting four Resolutions approving funds in the amount of \$250 each to support and promote the “Sober Graduation” events for Hanford, Lemoore, Corcoran and Avenal High Schools. [Reso’s #14-024, 14-025, 14-026, 14-027]

C. Administration:

1. Consider adopting a Resolution proclaiming May 4–10, 2014 as Public Service Recognition Week and declaring Kings County Annual Employee Recognition Barbeque as a Tobacco-Free event. [Reso #14-028]
2. Consider authorizing the Chairman to sign a letter from a Broad Coalition of Counties concerning the development of a balanced 2014 water bond.

ACTION: APPROVED CONSENT CALENDAR AS PRESENTED (RF/TB-U)

IV **REGULAR AGENDA ITEMS**

B 4 A. Human Resources – Allison Picard

Consider authorizing out-of-state travel for Deb West, Assistant County Administrative Officer to attend the National Association of Government Defined Contribution Administrators (NAGDCA) Conference in San Antonio, Texas from September 14-17, 2014.

ACTION: APPROVED AS PRESENTED (RF/DV-U)

B 5 B. Job Training Office – John Lehn

Consider authorizing out-of-state travel for Jay Salyer, Economic Development Manager to meet with commercial real estate brokers and site selectors in Phoenix, Arizona for business recruitment purposes from May 11-14, 2014.

ACTION: APPROVED AS PRESENTED (TB/RF-U)

B 6 C. Administration – Larry Spikes

Consider one appointment to the Kings County Workforce Investment Board.

ACTION: APPROVED AS PRESENTED (DV/RF-U)

V **B 7 D. 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 Barba stated that he attended the Housing Authority meeting on April 22, 2014 and attended the Kings County Association of Governments and Kings County Area Public Transit Agency meeting on April 23, 2014.

Supervisor Verboon thanked Supervisor Barba for attending the Kings County Association of Governments meeting for him on April 23, 2014 and Supervisor Fagundes for attending the Indian Gaming Local Community Benefit Committee meeting for him on April 28, 2014. He stated that he attended the fundraiser for Congressman Valadao on April 24, 2014, attended the Drought Task Force meeting and the Brown Bag luncheon with speaker David Valadao on April 25, 2014, attended the Burris Park Foundation fundraiser "Taste of the Valley" at Burris Park and the Sunset Rotary fundraiser "Great Steak Out" on April 26, 2014 and attended the Diamond Walnut Day at the Giants game on April 27, 2014.

Supervisor Valle stated that he testified at the Senate Transportation & Housing Committee hearings on April 22, 2014 in Sacramento, he stated that he would be attending the California Latino Water Coalition and the Latino Business Association joint meeting on May 5, 2014 in Sacramento. He stated that his son Kobi hit a home run at his little league game on April 28, 2014.

Supervisor Fagundes stated that he attended the fundraiser for Congressman Valadao on April 24, 2014, he stated that he attended a funeral in the morning and helped barbecue for the Kings County Historical Society dinner fundraiser on April 25, 2014, pulled a float in the Clovis Rodeo parade and attended the Burris Park Foundation fundraiser "Taste of the Valley" at Burris park on April 26, 2014 and attended the Indian Gaming Local Community Benefit Committee meeting on April 28, 2014.

Supervisor Neves stated that he attended the Hanford Kiwanis Administrative Professionals "Pink Diamonds" luncheon and attended the Kings County Association of Governments and Kings County Area Public Transit Agency meetings on April 23, 2014, continues to announce softball at Lemoore High School, attended the Tachi Palace Community breakfast and barbecued for the Kings County Historical Society fundraiser on April 25, 2014, attended his Grandmother's 100th birthday event and participated in the Lemoore Relay for Life event on April 26, 2014, attended the Behavioral Health Advisory Committee and the Indian Gaming Local Community Benefit Committee and the Kings County Historical Society meetings on April 28, 2014.

Board Member Announcements or Reports Continued

- ◆ Board Correspondence: CAO, Larry Spikes stated that the California High Speed Rail EIR/EIS is out for comments due by May 6, 2014.
- ◆ Upcoming Events: CAO, Larry Spikes stated that 63rd annual National Day of Prayer luncheon is planned for May 1, 2014 at 11:30 a.m. at the Hanford Civic Auditorium with guest speaker, Colonel Jeff O’Leary – USAF (retired). He stated that the Board received a flyer for the Avenal Old Timer’s celebration is set for May 2-4, 2014. He stated that the Board received a flyer that that the Reach Kings County and Kings County Adoptions will host a Cinco De Mayo Fiesta on May 5, 2014 at Hidden Valley Park from 4:00 p.m. to 6:30 p.m. He stated that the Kings County Library Hanford Branch will host a Poetry Writing Workshop on May 3, 2014 from 10:00 a.m. to 12:00 p.m. and will host a History of Black Comedy event on May 7, 2014 from 6:00 p.m. to 7:30 p.m. and will host the Spring book sale on May 10, 2014 from 10:00 a.m. to 2:00 p.m. He stated that Pacific Gas & Electric will host a Valley Power Connect open house on May 8, 2014 from 4:30 p.m. to 7:30 p.m. at West Hills Community College. He stated that the Board received a flyer for the Peace Officers Memorial hosted by the Lemoore Police Department in the County Government Center Courtyard on May 15, 2014 at 3:15 p.m. He stated that the employee barbecue is set for May 6, 2014 and Fresno Grizzlies Star Wars/Kings County Night is set for May 31, 2014 and the Kings County Homecoming events are planned during May 12-17, 2014.
- ◆ Information on Future Agenda Items: CAO, Larry Spikes stated that the May 6, 2014 meeting has been canceled but the following items would be on a future agenda: a resolution from the Cooperative Extension on their 100 year anniversary, SB 1022 jail expansion construction management and architectural services, AB 900 jail project and financing for a fire truck purchase, defense of the accused contracts.

VI B 8 E. CLOSED SESSION
Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]
Negotiator: Larry Spikes
 ▪ **Detentions Deputies’ Association**

VII B 9 F. ADJOURNMENT
 The next regularly scheduled meeting is scheduled for Tuesday, May 13, 2014, at 9:00 a.m.
The regularly scheduled meeting of Tuesday, May 6, 2014 has been canceled.

FUTURE MEETINGS AND EVENTS

May 6	---	REGULAR MEETING CANCELED
May 6	11:30AM-1:00PM	Annual Employee Recognition Barbeque
May 13	9:00 AM	Regular Meeting
May 20	9:00 AM	Regular Meeting
May 26	---	COUNTY OFFICES CLOSED IN OBSERVANCE OF MEMORIAL DAY
May 27	---	REGULAR MEETING CANCELED

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 13, 2014

SUBMITTED BY: Administration – Larry Spikes/Human Services – Peggy Montgomery

SUBJECT: Presentation to the Employee of the Quarter

SUMMARY:

Overview:

Nominations are received from County employees and presented to the Employee Recognition Committee for a vote on a quarterly basis. The Employee Recognition Committee requests that your Board thank and recognize the winner of the Employee of the 1st Quarter, Aida Guzman, Program Specialist, Human Services Agency. Aida has demonstrated leadership in her role in planning and implementation of the C-IV computer system, the Customer Call Center and CalHeers, also known as Covered California program in Kings County. Aida's strong work ethic, excellent customer service and "can-do" attitude makes her the Committee's recommendation to your Board as the Employee of the 1st Quarter.

**Recommendation:
Presentation only**

Fiscal Impact:

The allotted amount of \$300 Budgeted in Unit 111000 Account 82228125 will be reflected in the employee's next payroll check.

BACKGROUND:

Your Board approved the formation of an Employee Recognition Committee in 1990. Every quarter, employees are nominated based on their outstanding performance and achievement in various departments. The nominations are reviewed and voted upon by the Committee. The Committee respectfully requests that your Board recognize and award the Employee of the Quarter with the presentation of a plaque. The check in the amount of \$300 will be reflected in the employee's payroll check. Your Board approved this amount on March 11, 2008.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

COUNTY OF KINGS BOARD OF EQUALIZATION



GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-3211 EXT 2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM

May 13, 2014

SUBMITTED BY: BOARD OF EQUALIZATION
SUBJECT: Application for Changed Assessment
RECOMMENDED ACTION: **Accept withdrawal on Application for Changed Assessment No. 12-003 filed by Paul A. Martinson**
DISCUSSION:

The County Assessor recommended acceptance of the withdrawal as presented by the applicant.

BOARD ACTION

ACTION:

ROLL CALL:

I hereby certify that the above order was passed
and adopted on _____ 2014.
Catherine Venturella, Clerk to the Board of Supervisors

By: _____

Cc: Assessor
County Counsel
Applicant



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 13, 2014

SUBMITTED BY: Agriculture Department – Tim Niswander/Steve Schweizer

SUBJECT: AGREEMENT 14-0016-SA WITH THE CALIFORNIA DEPARTMENT OF
FOOD AND AGRICULTURE FOR REIMBURSEMENT OF PETROLEUM
ENFORCEMENT ACTIVITIES

SUMMARY:

Overview:

The Agricultural Commissioner/Sealer annually, through a cooperative agreement with the Department of Food and Agriculture, performs inspection activities on Petroleum Product locations.

Recommendation:

Authorize the Chairman to sign Agreement Number 14-0016-SA with the California Department of Food and Agriculture for the Petroleum cooperative agreement in the amount of \$2,850.

Fiscal Impact:

Revenues of \$2,850 for this program will be included in the FY 2014/15 proposed budget unit 260000 in 81512000 (State Aid – Agriculture).

BACKGROUND:

The Agricultural Commissioner/Sealer, annually through a cooperative agreement, audits and inspects in accordance with the California Business and Professions Code retail petroleum establishments. Activities include inspections of advertising media at petroleum locations, as well as labeling compliance inspections of petroleum and automotive products. The term of this agreement is July 1, 2014 through June 30, 2015.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ **OTHER:** _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 13, 2014

SUBMITTED BY: County Counsel – Colleen Carlson

SUBJECT: RATIFY PROCLAMATION RENEWING RESOLUTION DECLARING A
LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS IN KINGS
COUNTY

SUMMARY:

Overview:

Since March 6, 2012, the Kings County Board of Supervisors (“Board”) has declared a local emergency due to lack of needed water in the County based on hydrologic and regulatory conditions and the risk of fire. Estimated 2014 allocations for the State Water Project and Central Valley Project are 5 and 0 percent, respectively. Groundwater basins in the Tulare Basin region are extremely overdrafted, and precipitation in Kings County this water year is well below normal. In January, the Governor and federal agencies issued drought declarations covering Kings County. Some steps are being taken by state and federal agencies to ameliorate the crisis.

Recommendation:

Ratify the County Emergency Services Director’s proclamation renewing the resolution declaring a local emergency due to drought conditions in Kings County.

Fiscal Impact:

The Declaration of Local Emergency may provide some financial and administrative relief to help local farmers, businesses, and government agencies in addressing the problems associated with fire risk and the lack of adequate supplies of irrigation water.

BACKGROUND:

The California Emergency Services Act, Government Code section 8550, *et seq.*, authorizes the Board to proclaim local emergencies based on the “existence of conditions of disaster or of extreme peril to safety of persons and property” caused by fire or drought. (Gov. Code, § 8558, subd. (c).) Thereafter, the County may work with the California Emergency Management Agency to seek aid, and may also appropriate and transfer funds to address emergency situations upon a four-fifths vote. (Gov. Code, § 29127.) On March 6, 2012, the

(Cont’d.)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

AGENDA ITEM

RATIFY PROCLAMATION RENEWING RESOLUTION DECLARING A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS IN KINGS COUNTY

May 13, 2014

Page 2 of 2

Board declared a local emergency due to drought conditions. Your Board most recently voted on April 8, 2014, to renew the declaration, and the County's Emergency Services Director proclaimed the declaration renewed on May 8, 2014, pursuant to Government Code section 8630, subdivision (a) and Kings County Ordinance Code section 6-7(A)(1). Section 6-7(A)(1) states that a proclamation by the Emergency Services Director shall be ratified within seven days in order to have any further force or effect.

According to the National Weather Service, as of April 29, 2014, Kings County had received only 2.82 inches of precipitation since the beginning of the water year. This is 6.66 inches below average. According to the Department of Water Resources, as of April 1, 2014, the state's snowpack was only 32 percent of average, and unimpaired snowmelt runoff was only 35 percent of average. Groundwater basins are critically overdrafted, and reservoirs are at historically low levels statewide. As of April 28, 2014, the San Luis Reservoir was at only 47 percent of total capacity, and 52 percent of historic capacity. The drought is causing a statewide increase in wildfires. As of April 26, 2014, California had already seen 1,108 wildfires in 2014, affecting 2,514 acres. The five year average for this time of year is only 500 wildfires affecting 1,325 total acres. On April 18, 2014, the Department of Water Resources increased its estimate of water deliveries from the State Water Project to 5 percent. The same day the Bureau of Reclamation increased its estimate of water deliveries to contractors north of the Delta, but allocations for south of Delta and Friant water users remain at 0 percent.

Some efforts are being made at the state and federal level to ameliorate the impacts of the drought. For example, on January 15, 2014, the U.S. Department of Agriculture granted a Secretarial disaster designation covering Kings County. As a result of this designation, farmers and ranchers who conduct family-sized farming operations have until September 15, 2014, to apply for emergency farm loans for actual losses suffered as a result of the drought. Interested persons should contact a local Farm Service Agency office or go to www.fsa.usda.gov for more information. The U.S. Small Business Administration also issued a disaster declaration covering Kings County on January 15, 2014. Small, non-farm businesses affected by the drought have until September 15, 2014, to apply for economic injury disaster loans. More information is available by calling (800) 659-2955, or by visiting www.sba.gov/services/disasterassistance.

On January 17, 2014, the Governor issued an emergency drought declaration, and called upon Californians to make voluntary reductions in water usage. On April 25, 2014, the Governor issued an order directing the Department of Water Resources and State Water Resources Control Board to expedite approvals of voluntary water transfers. Among other measures, the order also encourages water conservation and provides a limited waiver of the California Environmental Quality Act to allow state agencies to implement the order without unnecessary delay.

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

IN THE MATTER OF RENEWING
THE DECLARATION OF A LOCAL
EMERGENCY DUE TO
DROUGHT CONDITIONS _____ /

RESOLUTION NO. _____

WHEREAS, on March 6, 2012, the Kings County Board of Supervisors (“Board”) adopted Resolution No. 12-009 declaring a local emergency due to drought conditions within Kings County based on the minimal amount of precipitation received from November 2011 to February 2012; and

WHEREAS, on April 3, 2012 and through April 8, 2014, the Board renewed the declaration of a local emergency due to drought conditions within Kings County and Central California, and on May 8, 2014, the County’s Emergency Services Director (“Director”) proclaimed the declaration renewed; and

WHEREAS, precipitation during the current water year has been at historically low levels, reservoirs in the state are critically low, and California ground water basins are severely overdrafted; and

WHEREAS, in January 2014, the U.S. Department of Agriculture, U.S. Small Business Administration, and Governor issued drought declarations covering Kings County; and

WHEREAS, statewide, California has experienced significantly more fires than usual this year, and in Kings County, fuel beds have been very receptive to ignition with fuel moisture being unusually low; and

WHEREAS, environmental regulations and related court rulings have resulted in reduced pumping and drastic curtailments in the amount of water deliveries out of the Sacramento River and San Joaquin River Delta, which has negatively impacted the operations of the California Aqueduct and the Friant-Kern Canal and reduced surface water availability to farmers and other water users in the Central Valley; and

WHEREAS, 2014 deliveries from the State Water Project and Central Valley Project to agricultural contractors in Kings County are estimated at 5 and 0 percent, respectively; and

WHEREAS, local water resources are insufficient to compensate for another sharp curtailment of surface water deliveries, and local resources are not adequate to cope with the impact drought-related losses will have upon the County’s economy.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code section 8630, this Board hereby ratifies the May 8, 2014 proclamation of the Director, and renews its declaration of a local emergency in Kings County.

2. During the existence of this local emergency, the powers, functions and duties of the Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.

3. The Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.

4. The Board of Supervisors hereby requests disaster assistance from the state and federal government due to drought conditions.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 13th day of May, 2014, by the following vote:

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

Joe Neves, Chairperson
Board of Supervisors, County of Kings

WITNESS my hand and seal of said Board of Supervisors this 13th day of May, 2014.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 13, 2014

SUBMITTED BY: County Counsel – Colleen Carlson

SUBJECT: RESOLUTION REGARDING THE WITHDRAWAL FROM THE MID-VALLEY WATER AUTHORITY AND RELATED JOINT POWERS AGREEMENT

SUMMARY:

Overview:

The purpose of the Mid-Valley Water Authority (“Authority”) was to develop and maintain a Mid-Valley Canal or similar facility and to seek and secure a water supply for such Project.

Recommendation:

Approve the resolution regarding the withdrawal from the Mid-Valley Water Authority and related Joint Powers Agreement.

Fiscal Impact:

No additional impact expected from withdrawal except that the County may receive a small refund when assets of the Authority are distributed.

BACKGROUND:

Alpaugh Irrigation District, Atwell Island Water District, Chowchilla Water District, Clayton Water District, County of Fresno, Gravelly Ford Water District, City of Hanford, James Irrigation District, Kern County Water Agency, County of Kings, Kings County Water District, Kings River Conservation District, Lakeside Irrigation Water District, Liberty Water District, Lower Tule River Irrigation District, County of Madera, Pixley Irrigation District, Raisin City Water District, Saucelito Irrigation District, Sierra Water District, are currently the Parties to the Authority Amended Joint Powers Agreement (“JPA”), dated June 1, 1983.

The Authority was formed to establish a Joint Powers Agency, and to provide for the Authority to appropriate, contract for or otherwise obtain water supplies; conduct studies; develop financing plans; develop designs, plans and specifications; acquire, construct, operate and maintain reservoirs, canals, conduits and any and all works incidental thereto as may be a part.

On February 4, 2014 at a Special Meeting, the Authority Board determined that the Project has changed "detrimentally" and took action that any Member may withdraw in accordance with Section 5.08 of the Mid-Valley Water Authority Amended Joint Powers Agreement.

h:\county\2014-ag-W-drawal fr Mid-Valley Water Auth JPA.doc

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

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

IN THE MATTER OF THE WITHDRAWAL
FROM THE MID-VALLEY WATER AUTH-
ORITY AND RELATED JOINT POWERS
AGREEMENT /

RESOLUTION NO. _____

WHEREAS, Alpaugh Irrigation District, Atwell Island Water District, Chowchilla Water District, Clayton Water District, County of Fresno, Gravelly Ford Water District, City of Hanford, James Irrigation District, Kern County Water Agency, County of Kings, Kings County Water District, Kings River Conservation District, Lakeside Irrigation Water District, Liberty Water District, Lower Tule River Irrigation District, County of Madera, Pixley Irrigation District, Raisin City Water District, Saucelito Irrigation District, Sierra Water District, are currently the Parties to the Mid-Valley Water Authority ("Authority") Amended Joint Powers Agreement ("JPA"), dated June 1, 1983; and

WHEREAS, the Authority was formed to establish a Joint Powers Agency, and to provide for the Mid-Valley Water Authority to appropriate, contract for or otherwise obtain water supplies; conduct studies; develop financing plans; develop designs, plans and specifications; acquire, construct, operate and maintain reservoirs, canals, conduits and any and all works incidental thereto as may be a part (collectively, the "Project"); and

WHEREAS, the purpose of the Mid-Valley Water Authority was to develop and maintain a Mid-Valley Canal or similar facility and to seek and secure a water supply for such Project; and

WHEREAS, at the February 4, 2014 Special Meeting, the Authority Board determined that the Project has changed "detrimentally" due to significant changes in federal and state law and regulation, and took action that any Member may withdraw in accordance with Section 5.08 of the Mid-Valley Water Authority Amended Joint Powers Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Kings County Board of Supervisors elects to withdraw its membership from the Mid-Valley Water Authority and its Amended Joint Powers Agreement.

2. Directs County Counsel or her designee, to provide written notice to the Authority of the County's election to withdraw and provide a copy of this resolution documenting the election.

3. Directs County Counsel to request of the Authority the County's proportionate percentage of any unexpended contributions.

4. Directs that if it is subsequently discovered that the Mid-Valley Water Authority does have additional assets or liabilities, any such assets or liabilities shall be transferred to the Parties in proportion to the percentage of contributions made.

5. Directs the Director and Alternate Director appointed by the member agency's Board to represent them in the Mid-Valley Water Authority, to file with the Authority a Leaving Office Statement Form 700 for the period of 1-1-2013 through the withdrawal date.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the __ day of _____, 2014, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2014.

Clerk of said Board of Supervisor



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

May 13, 2014

SUBMITTED BY: Health Department – Keith Winkler/ Jeff Taber

SUBJECT: SOLID WASTE LOCAL ENFORCEMENT AGENCY GRANT

SUMMARY:

Overview:

The Health Department's Division of Environmental Health Services is the designated Local Enforcement Agency (LEA) for solid waste in Kings County. The Department of Resources Recycling and Recovery (CalRecycle) is accepting applications from LEAs for Local Enforcement Agency Grants. CalRecycle advises that Kings County is eligible for a grant of approximately \$19,421 in the 2014/15 fiscal year. Similar grants have been received every year since 1992.

Recommendation:

Adopt the attached resolution authorizing the Director of Public Health to sign a Local Enforcement Agency Grant application to CalRecycle and, subsequently, execute all necessary agreements to secure these grant funds for Kings County subject to County Counsel review.

Fiscal Impact:

The grant, if awarded, would increase County revenues by an estimated \$19,421 towards the environmental health services budget in FY 2014/15 and is being included in that budget request. There will be no impact on the General Fund.

BACKGROUND:

For FY 2014-15, a Local Enforcement Agency grant of approximately \$19,421 is available from the Department of Resources Recycling and Recovery (CalRecycle). The grant funds would be used for staff training and travel, personnel costs and other expenses to provide solid waste enforcement services.

Your Board is requested to adopt the attached resolution authorizing the Director of Public Health to submit the application and execute all necessary agreements to secure these grant funds for Kings County.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted

on _____, 2014

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF AUTHORIZING
SOLID WASTE ENFORCEMENT
GRANT APPLICATION _____ /

RESOLUTION NO. _____

WHEREAS, funds totaling \$1.5 million have been established by Public Resources Code section 43230, from which grants are available from the Department of Resources Recycling and Recovery (CalRecycle) for Local Enforcement Agencies to support solid waste facilities permit and inspection programs;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

That the Board of Supervisors of Kings County hereby authorizes and empowers the Director of Public Health of the County of Kings to execute in the name of the County of Kings all necessary grant documents, including but not limited to applications, agreements, amendments and requests for payment to the Department of Resources Recycling and Recovery (CalRecycle) for the purposes of securing grant funds and to implement and carry out the purposes specified in the application, subject to review by the County Counsel's Office.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ____ day of _____, 2014, by the following vote:

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

Joe Neves, Chairperson
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2014.

Catherine Venturella, Clerk
Board of Supervisor, County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 13, 2014

SUBMITTED BY: Department of Public Works – Kevin McAlister

SUBJECT: PROCLAIM MAY 18-24 AS “NATIONAL PUBLIC WORKS WEEK”

SUMMARY:

Overview:

Public Works facilities and services could not be provided without the dedicated efforts of Public Works professionals representing all levels of government who are responsible for and must design, build, operate, and maintain the transportation, water supply, sewage treatment, refuse collection and disposal systems, public buildings, public parks, equipment fleets and other structures, equipment and facilities essential to serve citizens and provide them with the quality of life they have come to expect.

Recommendation:

Consider adopting a resolution proclaiming May 18-24, 2014 as “National Public Works Week” in Kings County.

Fiscal Impact:

None

BACKGROUND:

The American Public Works Association (APWA) has been celebrating Public Works Week since 1960. This week is used to energize and educate the public on the importance of the contribution of public works to their daily lives.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

RESOLUTION IN SUPPORT
OF NATIONAL PUBLIC WORKS WEEK/

RESOLUTION NO.

WHEREAS, public works services are provided for our community/county and are a vital and integral part of our citizens' everyday lives; and

WHEREAS, the support of the community is vital to the efficient operation of public works systems and programs such as water, sewers, streets, fleet maintenance, building maintenance, wastewater treatment, solid waste collection and airport operation; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the efficiency and effectiveness of the qualified personnel who staff the County's Public Works Department are influenced by the people's attitude and understanding of the importance of the work they perform,

NOW, THEREFORE BE IT RESOLVED, that the County of Kings Board of Supervisors does hereby proclaim the week of May 18-24, 2014 as

"National Public Works Week"

AND BE IT FURTHER RESOLVED that the Board requests that all citizens and civic organizations acquaint themselves with the issues involved in providing our public works and to recognize the contributions which our public works employees make every day to our health, safety, comfort and quality of life.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the ___ of May, 2014, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ___ day of May, 2014.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

May 13, 2014

SUBMITTED BY: Information Technology – Mark Dawson, CIO and Dan Willhite, Purchasing Manager

SUBJECT: SURPLUS VEHICLES

SUMMARY:

Overview:

Historically County of Kings surplus vehicles and rolling stock have been offered for sale at Public Auction. We currently have an account with Public Surplus Online Auction Co. and have some vehicles and equipment to offer for sale at this time.

Recommendation:

Declare 14 vehicles surplus and available for sale and authorize the Purchasing Manager to consign them to Public Surplus for sale on their website.

Fiscal Impact:

Revenues from the sale of fixed assets were anticipated and included in the County budget for FY 2013-2014. Revenues from the sale of these items will be deposited into Fund 2500 (Fleet Management).

BACKGROUND:

The County Shop has 14 vehicles which have been taken out of service. These vehicles, detailed on the attached sheet, are those which we wish to offer at auction at this time. These vehicles will be announced as available for auction in a couple ways, including an internal, County of Kings only, email blast, a link provided on the County of Kings internet home page, as well as Public Surplus' own notification system.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

Subject: Surplus Vehicles

Date: May 13, 2014

Page 2 of 2

UNIT	YEAR	MAKE	MODEL	VIN	MILES	DESCRIPTION
52026	1995	GMC	SIERRA 1500	1GTEC14H6SZ558288	88290	4.9I 8, AT, PS, DUEL FUEL CAPABLE, MINOR PAINT DAMAGE NATUAL GAS FUEL SYSTEM RENDERED NONOPERABLE
52029	1992	CHEVROLET	S 10	1GCCS14Z3N8175695	67819	4.3L V6, AT,PS, MODERATE EXTERIOR AND INTERIOR DAMAGE
52043	1998	FORD	E150 VAN	1FTRE1469WHA05804	46977	4.6L V8, AT, PS, A/C, ROOFTOP A/C PAINT DAMAGE ON BUMPERS
52085	2001	DODGE	DAKOTA	1B7GG26X71S231686	150653	3.9L V6, AT, PS, AC, 4X4 MINOR PAINT AND INTERIOR DAMAGE
52123	2001	DODGE	DAKOTA	1B7GL26X71S351497	82432	3.9L V6, AT, PS, AC BURNS OIL, REAR END MAKES NOISES WHEN TURNING
52139	2001	DODGE	RAM 1500	1B7HC16Y11S679103	134637	5.2L V8, AT, PS, AC MINOR EXTERIOR DAMAGE, MODERATE INTERIOR
52177	2002	DODGE	DAKOTA	1B7GG12X72S610365	133711	3.9L V6, AT, PS, AC, 4X4 MODERATE INTERIOR AND EXTERIOR DAMAGE
52338	2002	FORD	TAURUS	1FAFP52UX2A183008	91480	3.0L V6, AT, PS, AC, CRUISE, MINOR EXTERIOR DAMAGE, MODERATE INTERIOR DAMAGI
52369	1999	FORD	TAURUS	1FAFP53UXXG194805	93510	3.0L V6, AT, PS, AC, CRUISE, MINOR EXTERIOR AND INTERIOR DAMAGE
52383	2003	FORD	CROWN VICTORIA	2FAFP73W03X209684	87179	4.6L V8, AT, PS,PDL, PW, AC, CRUISE, MINOR INTERIOR DAMAGE
52404	2003	FORD	CROWN VICTORIA	2FAFP73WX3X127624	80855	4.6L V8, AT, PS,PDL, PW, AC, CRUISE, MINOR INTERIOR DAMAGE
52500	1999	CHEVROLET	MALIBU	1G1ND52J1XY166786	81690	3.1L V6, AT,PS,PW,PDL, AC, CRUISE EXCESSIVE WEAR ON INTERIOR
52522	2000	FORD	TAURUS	1FAFP53U8YA116026	105131	3.0L V6, AT, PS, AC, CRUISE, EXTERIOR PAINT PEELING, COOLANT LEAK, NOISE WHEN TURNING
52770	1998	CHEVROLET	SUBURBAN	3GCGK26RXWG134562	180664	5.7L V8, AT,4X4, PS, PDL, AC, CRUISE, 4X4 TRAILER BRAKE CONTROLLER, MODERATE INTERIOR WEAR



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

May 13, 2014

SUBMITTED BY: Administration – Larry Spikes

SUBJECT: RECOGNIZE THE EMPLOYEE RECOGNITION COMMITTEE MEMBERS,
AND VOLUNTEERS FOR THEIR HARD WORK, DEDICATION AND
COMMITMENT ON MAKING THE 2014 EMPLOYEE RECOGNITION
BARBEQUE A SUCCESS

SUMMARY:

Overview:

The Employee Recognition Committee was formed in 1990 to perform activities related to acknowledging County employees. Primarily their purpose is to make the selection of the Employee of the Quarter and to coordinate the annual barbecue for County employees in May of each year.

Recommendation:

Consider authorizing the Chairman to sign certificates to recognize the Employee Recognition Committee and volunteers who made the Employee Barbeque a success.

Fiscal Impact:

None.

BACKGROUND:

The committee members have done an excellent job in making the annual barbecue for employees a very popular and well-attended event each year. They meet several times prior to the event to ensure that they are well prepared in planning for the amount of food, the health walk, the various fun contests and music, as well as plan for the County's third-party insurance vendors to attend and provide information to our employees for a healthier lifestyle. We are grateful for the Committees hard work and ask that your Board recognize each of the members.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 13, 2014

SUBMITTED BY: Administration – Larry Spikes/Sande Huddleston
SUBJECT: DENY CLAIM FOR DAMAGES FOR LAURIE AND RANDY
DIGIANTOMASSO

SUMMARY:

Overview:

On April 3, 2014, a claim for damages was filed by Haddad & Sherwin on behalf of their client, Laurie and Randy DiGiantomasso, claiming Kings County failed to provide safe and adequate housing for their son while incarcerated in the Kings County Jail.

Recommendation:

Deny the Claim for Damages filed by Haddad & Sherwin on behalf of their clients, Laurie and Randy DiGiantomasso, and direct County Counsel to advise the claimant of your action.

BACKGROUND:

Upon receipt of the Claim for Damages, the County Counsel's office investigated the allegations made by the Claimant and determined that pursuant to Government Code section 912.6, the Claim is without merit.

H:\admin\admin\agenda\riskmgmt\digiantomasso

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-3211 EXT 2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM May 13, 2014

SUBMITTED BY: Behavioral Health -Mary Anne Ford Sherman/Ahmad Bahrami

SUBJECT: AMENDMENTS TO THE KINGS COUNTY BEHAVIORAL HEALTH
ADVISORY BOARD BI-LAWS

SUMMARY:

Overview:

The Kings County Behavioral Health Advisory Board is seeking approval to amend a section of the established by-laws to expand the terms for elected members from one to two year terms.

Recommendation:

Approve the revised Bi-Laws of the Kings County Behavioral Health Advisory Board.

Fiscal Impact:

There will be no impact to the County General Fund.

BACKGROUND:

Kings County Behavioral Health Advisory Board voted on March 24, 2014 to amend Section 4 (2) of the Bi-Laws to address issues with elections and turnover of Board Officers. The language changes include making timelines specific in the bi-laws to avoid confusion. Additionally, the Board has changed Section 4 (3), which had terms for one calendar year, to two year terms, or remaining portion of a term, should an officer assume appointment mid-term. These two changes were deemed necessary by the advisory board to address issues with turnover, fill vacancies, and improve continuity of the advisory board.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted

on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

BYLAWS OF THE
KINGS COUNTY BEHAVIORAL HEALTH
ADVISORY BOARD

ARTICLE I
ORGANIZATION

Section 1. Name

The "KINGS COUNTY BEHAVIORAL HEALTH ADVISORY BOARD ("Advisory Board") is the official name of this organization created by the Kings County Board of Supervisors.

Section 2. Duties of the Advisory Board

The Advisory Board shall do all of the following:

(1) Review and evaluate the community's behavioral health needs, services, facilities, and special problems. This may include but is not limited to: Site visits, stakeholders process and surveys.

(2) Review any annual county behavioral health services performance contract entered into pursuant to Welfare and Institutions Code section 5650. This may include but is not limited to: Review of annual service contracts, i.e. Mental Health Services Plan, Mental Health Services Act Plans, Alcohol and Other Drugs Treatment Contracts, Drug Court Plan, Offender Treatment Plan.

(3) Advise the Board of Supervisors and the Behavioral Health Director as to any aspect of the local behavioral health program. This may include but is not limited to: New service needs in the community, newly implemented services, challenges/barriers to services and complaints.

(4) Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. This may include but is not limited to: Ensure involvement in the stakeholders process and public comment period when allowed.

(5) Submit an annual report to the Board of Supervisors on the needs and performance of the County's behavioral health system. This may include but is not limited to: Subcommittee participation to create the annual report.

(6) Review and make recommendations to the Board of Supervisors on applicants for the appointment of a director of behavioral health services. The Advisory Board shall be included in the selection process prior to the vote of the Board of Supervisors. This may include but is not limited to: Working with administration in the selection and appointment process, provide feedback in the recruitment process assuring W & I code compliance (section 5604.2 (6))

(7) Review and comment on the County's performance outcome data and communicate its findings to the Board of Supervisors and the California Mental Health Planning Council and State Department of Alcohol and Other Drugs. This may include but is not limited to: Review and accept monthly outcome reports from Mental Health Services, AOD Treatment/Prevention programs and Mental Health Services Act programs.

(8) Sponsor and/or endorse Prevention/Intervention events and activities in the community. This may include but is not limited to: Ensure that the BHAB maintains a presence at local events.

(9) Assess the impact of the realignment of services from the State to the County, on services delivered to clients and on the local community. This may include but is not limited to: Ensuring space on the agenda for ongoing reporting of funding and program updates.

(10) Other duties as assigned or delegated by the Board of Supervisors.

Section 3. Membership

Membership of the Advisory Board shall be seventeen in number, all appointed by the Board of Supervisors, and subject to the following conditions:

(1) One Advisory Board member shall be a member of the Board of Supervisors.

(2) One Advisory Board member shall represent Law Enforcement.

(3) One Advisory Board member shall represent youth.

(4) At least nine of the seventeen members shall be consumers or the parents, spouse, sibling, or adult children of consumers, who are receiving or have received behavioral health services. At least twenty percent of the total membership shall be consumers, and at least twenty percent shall be families of consumers.

(5) The Advisory Board may recommend appointees to the Board of Supervisors.

(6) The Board of Supervisors is encouraged to appoint individuals who have experience and knowledge of the behavioral health system.

(7) The Advisory Board should reflect the ethnic diversity of the client population in Kings County and the demographics of Kings County as a whole, to the extent feasible.

(8) No member of the Advisory Board or his or her spouse shall be a full-time or part-time county employee of the county Mental Health service, an employee of the State Department of Mental Health, or an employee of, or a paid member of the governing body of, a Mental Health contract agency.

(9) Members of the Advisory Board shall not participate in the discussion of, and shall abstain from voting on any issue in which the member has a financial interest as defined in Government Code section 87103.

(10) Members of the Advisory Board shall not receive compensation for their services on the Advisory Board. However, the board of supervisors may pay from any available funds the actual and necessary expenses of the members of the Behavioral Health Board of a community Behavioral Health Service incurred incident to the performance of their official duties and functions (W&I sec. 5604.3). The expenses may include travel, lodging, child care, and meals for the members of the advisory Board while on official business as approved by the director of the local Behavioral Health program.

(11) The term of each member of the Advisory Board shall be for three years. The youth representative shall serve for one year. One-third of the terms shall expire each year. Members may apply for additional terms.

Section 4. Officers

(1) The officers of this Board shall be a Chair and Vice Chair.

(2) At the regular November meeting in every calendar year which ends in an odd number, the Advisory Board shall elect members to these offices. Nominations shall be submitted by the Nominating Committee, appointed by the Chair and approved by the Advisory Board at that year's regular October meeting, or be made from the floor. For a period of ten (10) days following the October

meeting, any Advisory Board member may submit names to the Nominating Committee. Voting shall be by ballot.

(3) The term of office for the officers of the Advisory Board shall be for two calendar years or remaining portion thereof should the officer assume appointment mid-term. No member shall hold the office of Chair or Vice-Chair for more than two full consecutive two year terms not to include any partial term.

(4) On resignation of the Chair, the Vice-Chair shall become the Chair of the Advisory Board. An election shall then be held among the remaining members of the Advisory Board to fill the vacant office of Vice-Chair. This same procedure shall apply if the Vice-Chair resigns.

(5) In the absence of, or inability to act of both the Chair and the Vice-Chair, the members shall, by an action duly entered in their minutes, elect one of their members to act as temporary Chair.

Section 5. Duties of Officers

- (1) Chairperson Duties. The duties of the Chairperson shall be:
 - a. Preside at all meetings of the Advisory Board.
 - b. Decide all points of order. Unless two thirds of those present vote to the contrary, the Chairperson's decisions shall stand.
 - c. Appoint the Chairperson of all committees.
 - d. Be an ex-officio member of all committees.
 - e. Represent the Advisory Board at public functions or appoint a representative to do so in his/her stead.
 - f. Approve all non-policy Advisory Board matters, other than matters to be decided by the Advisory Board.
 - g. Recommend to the Advisory Board any amendments to the Bylaws deemed appropriate.
 - h. Periodically consult with the Administrator, or his or her designee, on any or all behavioral health matters as needed or required.

(2) Vice-Chairperson Duties: The duties of the Vice-Chairperson shall be:

- a. Perform the duties of the Chairperson during the absence of the Chairperson.
- b. Perform such other duties as may be assigned by the Chairperson or by the Advisory Board.
- c. Be an ex-officio member of all committees.
- d. Act as an advisor to the Chairperson.

ARTICLE II MEETINGS

Section 1. Time and Place

The Advisory Board shall establish a regular meeting schedule, which shall not be less than quarterly. The meetings shall be held at Kings County Behavioral Health, 530 Kings County Drive, Ste. 106, Conference Room B, Hanford, California 93230.

Section 2. Special Meetings

Special meetings of the Advisory Board may be held on call of the Chairperson or the Vice-chairperson in the Chairperson's absence, or by the Administrator.

Section 3. Notice and Conduct of the Meetings

The meetings of the Advisory Board shall be subject to the provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.)

Section 4. Attendance

Members will attend all regularly scheduled meetings of the Advisory Board, as well as emergency, special, and continued meetings. Absences must be approved in advance by the Chairperson. Any member who is absent from three consecutive regularly scheduled meetings during the calendar year without an excused absence from the Chairperson will be terminated from membership. The

Chairperson shall notify the Clerk of the Board of Supervisors in order to begin the process necessary to fill the position in accordance with the Maddy Act.

Section 5. Quorum of the Advisory Board

A quorum for meetings of the Advisory Board shall be one person more than one-half of the appointed members of the Advisory Board.

Section 6. Administrative Support

There shall be a staff person designated as liaison to the advisory board and advisory board committees. The liaison will be chosen by the Department of Behavioral Health Director. This person shall be responsible for all administrative matters regarding the operation of the Advisory Board. These duties shall include, but not be limited to: Generate and maintain the minutes, preparing and posting advisory board and committee meeting agendas of advisory board meetings (not committees), keeping track of attendance, and being the contact person for matters concerning the Advisory Board. These duties may be changed as necessary to provide proper liaison between the Advisory Board and Behavioral Health staff.

Section 7. Procedures

Robert's Rules of Order shall be followed unless inconsistent with these Bylaws.

ARTICLE III **COMMITTEES**

Section 1. Appointment of Committees

The Chairperson shall approve volunteers to such committees as are deemed necessary for the proper transaction of the business of the Advisory Board. Vacancies on the committees shall be filled by the Chairperson.

Section 2. Executive Committee

With the approval of the Advisory Board, an Administrative Committee of the Advisory Board may be established. The Administrator or his or her designee shall serve as an ex-officio member of the Executive Committee.

Section 3. Quorum of Committees

A majority of each committee shall constitute a quorum.

ARTICLE IV
AMENDMENTS

Section 1. Initiation of Proposed Amendment

Any member of the Advisory Board may propose an amendment to these Bylaws by submitting it to the Advisory Board at any regular meeting. The amendment shall be voted upon at the next regular meeting or special meeting following the meeting at which the amendment is proposed.

Section 2. Adoption

An amendment to these Bylaws may be adopted by a majority vote of all the Advisory Board members present.

Section 3. Board of Supervisors' Approval

These Bylaws, and any amendment thereto, shall be subject to approval of the Board of Supervisors before becoming effective.

**ADOPTED BY: The Kings County
Behavioral Health Advisory Board at
its meeting of**

**APPROVED BY: The Kings County
Board of Supervisors at its meeting of**



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 13, 2014

SUBMITTED BY: Fire Department- Chief William Lynch

SUBJECT: INTERFUND LOAN BETWEEN KINGS COUNTY FIRE FUND AND COUNTY OF KINGS FLEET FUND

SUMMARY:

Overview:

The Fire Department has discussed an interfund loan with the Public Works Department to provide additional funding needed for a fire engine in the community of Stratford. A Community Development Block Grant (CDBG) awarded \$205,945 for the fire engine. The total cost of the fire engine is \$546,080 and \$340,135 is still needed for the purchase.

Recommendation:

Approve a Resolution Authorizing an Interfund Loan between the County of Kings Fire Fund (Special Revenue Fund) and the County of Kings Fleet Fund (Internal Services Fund).

Fiscal Impact:

Funds for the purchase of the fire engine have been identified to be loaned from the County of Kings Fleet Fund (Internal Services Fund or ISF). Staff requests your Board approve a Resolution to loan the County of Kings Fire Fund (Special Revenue Fund or SRF) the additional amount needed to purchase the fire engine. If your Board approves, the loan will be repaid in three annual payments with interest at the pooled rate as of April 1, 2014 (see attached payment schedule – Exhibit A) beginning in fiscal year 2014/15 and will be included in the Fire Fund budget.

BACKGROUND:

The County of Kings Fire Fund was awarded a Community Development Block Grant (CDBG) in the amount of \$205,945 for the purchase of a fire engine within the community of Stratford. The total cost of the fire engine is \$546,080 which leaves a balance of \$340,135. The County of Kings Fleet Fund (ISF) has the ability to provide

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

INTERFUND LOAN BETWEEN KINGS COUNTY FIRE FUND AND COUNTY OF KINGS FLEET FUND

May 13, 2014

Page 2 of 2

the additional funding needed through the County of Kings Treasury Pool rate under the provisions of 2 CFR 225, under the following provisions:

1. The loan will be recorded as an account receivable in the ISF's financial records; and
2. The loan will be repaid with interest, and the interest shall be computed at the County of Kings Treasury Pool rate in affect on April 1, 2014; and
3. The period of the loan is 36 months; and
4. The loan will not impact adversely on the ISF's current cash requirements; and
5. The ISF may demand accelerated repayment of all or any part of the loan if its cash requirement so dictate.

Staff recommend your Board approve the Resolution attached which approves an interfund loan between the Fire Fund (SRF) and the County of Kings Fleet Fund (ISF) in the amount of \$340,135 plus interest (see attached payment schedule - Exhibit A) for the safety and best interest of the community of Stratford.

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

IN THE MATTER OF AUTHORIZING RESOLUTION NO. _____
INTERFUND LOAN BETWEEN THE
COUNTY OF KINGS FIRE FUND
(Special Revenue Fund) AND THE
COUNTY OF KINGS FLEET FUND (Internal Service Fund)/

WHEREAS, the County of Kings Fire Fund has been awarded a Community Development Block Grant (CDBG) in the amount of \$205,945; and

WHEREAS, the County of Kings Fire Fund will be using the grant funds to obtain a Fire Engine for use in the community of Stratford; and

WHEREAS, the County of Kings Fire Fund has established the cost of the Fire Engine to be \$546,080; and

WHEREAS, the County of Kings Fire Fund must obtain financing for the remaining balance of approximately \$340,135; and

WHEREAS, the County of Kings Fleet Fund (ISF) has the ability to provide financing at the County of Kings Treasury pool rate under the following provisions of 2 CFR 225:

1. The loan will be recorded as an account receivable in the ISFs financial records;
2. The loan will be repaid with interest pursuant to the attached schedule (Exhibit A), and the interest shall be computed at the County of Kings Treasury Pool rate in affect as of April 1, 2014.
3. The period of the loan is 36 months;
4. The loan will not impact adversely on the ISFs current cash requirements;
5. The ISF may demand accelerated repayment of all or any part of the loan if its cash requirements so dictate.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

That the Kings County Board of Supervisors authorize the Director of Finance of the County of Kings to establish a loan between the County of Kings Fleet Fund and the County of Kings Fire Fund subject to the conditions of 2 CFR 225, not to exceed \$340,135, plus applicable interest and pursuant to the schedule attached as Exhibit A.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 13 day of May, 2014, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this 13th day of May, 2014.

h:\resolutn\Interfund Loan-Fore 2014.doc

Clerk of said Board of Supervisor

Exhibit A

FIRE FUND LOAN FROM FLEET IST
ASSUMPTIONS

Draw down 4/1/2015
Principal 340,135
Interest Rate 0.6000%
Term 36 months

Loan Date	Payment date	Principal	Interest	Payment	Balance due
4/1/2015		340,135.00			340,135.00
	6/30/2015	113,378.33	508.80	113,887.14	226,756.67
	6/30/2016	113,378.33	1,360.54	114,738.87	113,378.33
	6/30/2017	113,378.33	680.27	114,058.60	-
			<u>2,549.61</u>		

Actual amounts will be determined by the Department of Finance and will be based on the actual draw down date of the principal



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 13, 2014

SUBMITTED BY: Fire Department- Chief William Lynch

SUBJECT: FIREARMS PURCHASE FOR ARSON INVESTIGATORS

SUMMARY:

Overview:

The Fire Department currently has two individuals trained at the State level as Certified Fire Investigators. This position is classified as a peace officer in compliance with State protocols including arrest capability. Due to the nature of this type of work, the need for personnel safety and protection is required. The Fire Department needs to purchase and issue two firearms to the two investigators consistent with their qualifications and assignment.

Recommendation:

1. Authorize the purchase of two Glock M22 firearms, two PDL holsters, and two sets of body armor from ProForce Law Enforcement in the amount of \$2,483;
2. Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer form (4/5's vote required).

Fiscal Impact:

The purchase amount of \$2,483 will be from the Fire Department Small Tools & Instruments Account (82227000) and will be transferred to the Firearms Fixed Asset Account (82440207).

BACKGROUND:

One of the primary duties of all Fire Departments is to investigate fires and determined origin and cause. In the performance of this duty, specially trained personnel are assigned to investigate and process these incidents including arrest of individuals responsible for these acts. The State of California includes arson investigators in the definition of Peace Officer and allows them to act as such. Given the nature of arson crimes and the concern for officer safety, arson investigators are issued firearms and other law enforcement style personnel protective equipment. Currently, the Fire Department has two members certified as arson investigators with peace officer status, which includes powers of arrest abilities. These individuals have interacted with the Sheriffs Office in firearm qualifying and maintenance of skills training. The firearms purchased will be assigned for use in performance of arson investigation duties for the Fire Department.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 13, 2014

SUBMITTED BY: Fire Department- Chief William Lynch
SUBJECT: LEASE PURCHASE OF THREE ¾ TON PICKUPS
SUMMARY:

Overview:

In the proposed FY 14/15 budget, expenditures were added in the Fire Department's Capital Lease account to facilitate the purchase of a three (3) new ¾ ton Pickups. Currently the Fire Department has the opportunity to acquire these vehicles at a reduced amount due to the closing of the current model year. The purchase of these vehicles will facilitate the overdue replacement of two (2) department staff vehicles and the acquisition of a new vehicle for a Battalion Chief position.

Recommendation:

1. Authorize the Purchasing Manager to accept minimum bid of \$111,771 and to award the bid to Keller Motors of Hanford, CA;
2. Approve the purchase of three (3) ¾ ton pickups from Keller Motors in the amount of \$111,771.

Fiscal Impact:

- There are no fiscal impacts in the current FY 2013/14 budget.
- The FY 2014/2015 Proposed Budget includes expenditures added in the Capital Leases Account to support all previous leases and the lease purchase of these vehicles. Total anticipated amount available in this account is \$242,640 for FY 2014/2015.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

Lease Purchase Of Three (3) ¾ Ton Pickups

May 13, 2014

Page 2 of 2

BACKGROUND:

In February 2014, the Purchasing Department released a Request for Quote on behalf of the Fire Department to facilitate the purchase of three (3) ¾ ton pickups. This request and all vehicle specifications were sent to Richards Chevrolet in Corcoran and Keller Motors in Hanford with Keller Motors coming in as the low bidder with a vehicle cost of \$34,649.50 per unit excluding tax. The total amount for all three (3) vehicles will be \$111,770.88 which will be financed through Merchants Leasing Company in the FY 14-15 budget year. In order to initiate the construction of these vehicles, Keller Motors requires that the Board of Supervisors approve the purchase in order to obtain the vehicle identification (VIN) numbers from the Chevrolet Motor Corporation. Once received, these VIN's will be utilized by Merchants Leasing to commence their financing process.

By originating the construction of these vehicles in this fiscal year, the Fire Department will take advantage of a substantial reduction in the cost of these trucks compared to the next model year. The expected delivery date for the vehicles is late in July 2014 and no costs will be incurred in this budget year. All leasing agreements and documentation will be brought before the Board in FY 14-15 for approval.

**COUNTY OF KINGS
PURCHASING DIVISION BUILDING 6
1400 W. Lacey Blvd, Hanford CA 93230**

If further information is required, please contact:
Purchasing Assistant, Art Perez
Tele: 559-852-2539, Fax: 584-8371
Email: art.perez@countyofkings.com

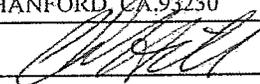
REQUEST FOR QUOTATION
IMPORTANT: Show the following information on the face of your quote.
Request for Quotation No: 2014-39 PURCHASE OF THREE PICKUPS
Return Quote by: THURSDAY FEBRUARY 27, 2014 AT OR BEFORE 10AM

The following to be completed by vendor:
IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.

Delivery within <u>90</u> days unless otherwise noted below. Delivery <u>YES</u>		FOB point shall be destination unless otherwise specified. <u>HANFORD OFFICE</u>	Terms shall be NET 30 days unless otherwise specified. <u>NET 15-30 DAYS</u>	Quoted by: (Please Print) <u>CHRIS HILL</u>		
Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
1	3	EA	NEW AND UNUSED 2015 PICKUP OR EQUAL VEHICLE. 4WD DOUBLE CAB. OFF ROAD PACKAGE. V-8 MOTOR. AUTOMATIC TRANSMISSION. THEFT-DETERRENT SYSTEM. SEE SPECIFICATIONS ATTACHED. INCLUDE DELIVERY OF VEHICLES TO COUNTY FIRE 280 CAMPUS DRIVE. ALL CHARGES TO BE INVOICED MUST BE PRESENT ON THIS BID FORM OR WILL NOT BE ACCEPTED.	AS SPECIFIED	34,649.50	103,948.50
			SUB TOTAL			
			SALES TAX AT 7.50%	<i>Includes Tire Tax</i>		7,822.38
			DELIVERY CHARGE			0
			LUMP SUM TOTAL			111,770.88
			PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ, PURCHASING ASSISTANT Art.Perez@countyofkings.com			

Quotations on other than this form will be subject to rejection.
Do not include Federal Excise Tax.

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.

Date of Quotation 2-15-14
Name of Firm KELLER MOTORS
Mailing Address 700 W. CADILLAC LN.
HANFORD, CA 93230
Signature 
Telephone 559-582-1000
Email Address chrish93230@yahoo.com

COUNTY OF KINGS
PURCHASING DIVISION BUILDING 6
 1400 W. Lacey Blvd, Hanford CA 93230

If further information is required, please contact:
Purchasing Assistant, Art Perez
 Tele: 559-852-2539, Fax: 584-8371
 Email: art.perez@countyofkings.com

REQUEST FOR QUOTATION

IMPORTANT: Show the following information on the face of your quote.

Request for Quotation No: 2014-39 PURCHASE OF THREE PICKUPS

Return Quote by: THURSDAY FEBRUARY 29, 2014 AT OR BEFORE 10AM

The following to be completed by vendor:

IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.

Delivery within <u>90 days</u> days unless otherwise noted below. Delivery <u>order</u>	FOB point shall be destination unless otherwise specified. <u>County</u>	Terms shall be NET 30 days unless otherwise specified. <u># 113,247.93 for 3</u>	Quoted by: (Please Print) <u>Gerardo Estrada</u>
--	---	---	---

Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
1	3	EA	NEW AND UNUSED 2015 PICKUP OR EQUAL VEHICLE. 4WD DOUBLE CAB. OFF ROAD PACKAGE. V-8 MOTOR. AUTOMATIC TRANSMISSION. THEFT-DETERRENT SYSTEM. SEE SPECIFICATIONS ATTACHED. INCLUDE DELIVERY OF VEHICLES TO COUNTY FIRE 280 CAMPUS DRIVE. ALL CHARGES TO BE INVOICED MUST BE PRESENT ON THIS BID FORM OR WILL NOT BE ACCEPTED.			
			SUB TOTAL		\$	35,027.90
			SALES TAX AT 7.50%		\$	2,633.75
			DELIVERY CHARGE	Doc & Title Fee	\$	88.31
			LUMP SUM TOTAL		\$	37,749.96
			PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ, PURCHASING ASSISTANT Art.Perez@countyofkings.com		\$	113,247.93

Quotations on other than this form will be subject to rejection.
 Do not include Federal Excise Tax.

Date of Quotation 2/26/14
 Name of Firm Richard's Chevrolet
 Mailing Address 1126 King Ave
Corcoran CA 93212
 Signature [Signature]
 Telephone (559) 992-3158
 Email Address gestrada@richardschevrolet.co

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 13, 2014

SUBMITTED BY: Fire Department / OEM - Chief William Lynch/Michelle Speer
SUBJECT: AGREEMENT FOR OPERATIONAL AREA EMERGENCY OPERATIONS
PLAN UPDATE

SUMMARY:

Overview:

Kings County currently has an Emergency Operation Plan (EOP) that was completed in 2008, and now requires an update. The EOP update will be conducted and completed for the Kings Operational Area, which includes Kings County and its unincorporated areas, and the Cities of Avenal, Corcoran, Hanford and Lemoore. Howell Consulting, Inc. will be contracted to provide services necessary to meet all State and Federal requirements of the EOP revision.

Recommendation:

Authorize the Chairman of the Board to execute and sign the agreement with Howell Consulting, Inc., for EOP updates for Kings County and the cities of Avenal, Corcoran, Hanford and Lemoore.

Fiscal Impact:

The contract amount of \$90,960 will be from the Fire Fund, FY 13/14 Homeland Security Grant (82314120).

BACKGROUND:

Homeland Security Presidential Directive – 5, as well as several other Federal and State regulations, require that local governments adopt Emergency Operation Plans (EOP) that are in compliance with the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS), in order to be eligible for numerous Federal and State grant programs.

The Kings County Operational Area uses Department of Homeland Security (DHS) grant funds to hire consultants to conduct updates of the Operational Area Emergency Operations Plan. This plan establishes the emergency organization, assigns tasks, specifies policies and general procedures and, provides for coordination of planning efforts of the various emergency staff and service elements.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN HOWELL CONSULTING AND
COUNTY OF KINGS ON BEHALF OF ITS
FIRE DEPARTMENT, OFFICE OF EMERGENCY MANAGEMENT (“OEM”)**

This Agreement (“Agreement”) dated May 13, 2014 is between the County of Kings, a political subdivision of the State of California, on behalf of its Fire Department, Office of Emergency Management (“Client”), located at 280 N. Campus Drive, Hanford, CA 93230 and Howell Consulting, a California corporation (“Consultant”), located at 12820 Rimfire Drive, Wilton, CA 95693.

TYPE OF AGREEMENT: Professional Services Agreement – Howell Consulting to provide consulting services to Kings County OEM to assist in the revision and update of the All-Hazards Kings County Emergency Operations Plan for Kings County and the Cities of Avenal, Corcoran, Lemoore and Hanford.

Whereas, Consultant is in the business of providing certain consulting services and is willing to provide such services to Client; and

Whereas, Client desires to utilize Consultant’s services as provided for herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. General Terms and Conditions

The general terms and conditions of this Agreement are set forth in Appendix A.

2. Scope of Work

Consultant shall provide the services set forth in Appendix B (“Scope of Work”), the totality of which is sometimes referred to herein as the “Project”. Consultant shall furnish all reports and deliverables as set forth in Appendix B in accordance with the terms set forth therein (hereafter “Deliverables”).

3. Period of Performance

The period of this Agreement shall be 13 months, beginning May 13, 2014 and ending June 30, 2015, unless extended in writing by mutual agreement of the parties.

4. Fees and Payment

In consideration of Services to be performed hereunder, Client shall pay Consultant in accordance with Appendix C.

Payment terms for the Agreement shall be in accordance with paragraph 8 of Appendix A.

5. Notice

Any notice given by either party shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, or Federal Express, shipped prepaid, addressed to the parties at the addresses herein designated for each party or at such other addresses as they may hereafter designate in writing.

To: Kings County OEM	To: Howell Consulting
280 N. Campus Drive	12820 Rimfire Drive
Hanford, CA 93230	Wilton, CA 95693
Phone: 559-582-3211, Ext. 2883	Phone: 916-202-2635
Fax: 559-582-8261	Fax: 916-720-0653
Email: Michelle.Speer@co.kings.ca.us	Email: brenna@brennahowell.com

6. Entire Agreement

Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it, along with Appendices A, B, C, and D (the proposal dated "March 15, 2014"), all of which are incorporated into this Agreement, is the entire Agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

In Witness Whereof, Client and Consultant have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

For: Consultant*



Brenna Howell, CEO

For: Client*

Chairman, Kings County Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form

Colleen Carlson, County Counsel

APPENDIX A

GENERAL TERMS & CONDITIONS

1. CONSULTANT'S RESPONSIBILITIES/DESIGNATED REPRESENTATIVES.

Consultant/Contractor ("Consultant") shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

2. CLIENT'S RESPONSIBILITIES/DESIGNATED REPRESENTATIVES. Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. Time is of the essence.

Client's designated contact team information includes:

- a. Chief Bill Lynch, Kings County Fire Department
- b. Michelle Speer, Kings County Emergency Services Coordinator

Client will endeavor to provide to Consultant information it may have relating to the Services to be performed, to assist in the efficient performance of the Services ("Information"). Such Information includes, but may not be limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment. To the extent provided by Client, Consultant may reasonably rely upon the Information without independent verification and, except to the extent set forth herein, shall bear no liability arising from such reasonable reliance.

3. COMMENCEMENT AND COMPLETION OF THE SERVICES. The Services shall commence and shall be completed on the respective dates specified in this Agreement (see Appendices B and C) or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

4. PROPRIETARY INFORMATION. Proprietary confidential information ("Proprietary Information") developed or disclosed by either party under this Agreement shall be clearly labeled and identified as Proprietary Information by the disclosing party at the time of disclosure. When concurrent written identification of Proprietary Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter.

Proprietary Information shall not be disclosed to any other person except to those individuals who need access to such Proprietary Information as needed to ensure proper performance of the services.

Neither party shall be liable for disclosure or use of Proprietary Information *which*: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order.

Each party shall return all Proprietary Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this Agreement.

5. DELIVERABLES. Upon payment in full for the Services, and unless otherwise agreed ("Deliverables") shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from Client's failure to make such disclosure. Where applicable law requires immediate disclosure by the Consultant, Consultant shall make its best efforts to give prior notice to Client. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding the foregoing provisions of this Clause, the Client acknowledges that in the course of its performance under the Contract the Consultant may use products, materials and methodologies proprietary to the Consultant, and the Client agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the parties.

6. INDEMNIFICATION/INSURANCE. a. Consultant will indemnify, hold harmless, and assume the defense of, the County of Kings, its officers, employees, agents, and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Consultant's negligent acts, errors or omissions or other wrongful conduct in its operations and the provision of services under this Agreement or from any persons directly or indirectly employed by, or acting as agent for, Consultant, excepting the active negligence or willful misconduct of the County of Kings. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Consultant's services, as well as during the progress of rendering such services.

b. Acceptance of insurance as required by this Agreement does not relieve Consultant from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Consultant's operations regardless of whether any insurance is applicable or not.

c. Without limiting Consultant's obligation to indemnify Client, Consultant shall maintain the following insurance during the term of this Agreement:

i. Comprehensive general liability insurance written on an occurrence basis for all activities of Consultant and her subcontractors, if any, arising out of or in connection with this Agreement, written on a Comprehensive General Liability form including, but not limited to, premises and operations, independent contractor, products and completed operations, contractual liability, and personal injury, in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence and in the aggregate.

ii. Automobile liability insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with this Agreement, including coverage for hired and non-owned vehicles, in an amount not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

iii. Worker's Compensation insurance as required by law.

d. Each required comprehensive general liability policy shall be endorsed with the following specific language:

i. The County of Kings, its officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

ii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.

iii. The insurance provided herein is primary and no insurance held or owned by the County of Kings shall be called upon to contribute to a loss.

The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice to the County of Kings.

e. This Agreement shall be of no force or effect until Consultant provides proof of appropriate insurance to Risk Management.

7. ACCEPTANCE. Client shall have fifteen (15) business days from the date each deliverable is delivered to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

8. PAYMENT TERMS. Invoices for services will be submitted at the end of each month in an amount not to exceed the allotted hours and related hourly rate for the hours and timeframe specified in Appendix C for the related deliverable. Payment is due within 30 days of receipt. Timely payment is a material part of the consideration for the performance of the Services. Time is of the essence.

Invoices will be submitted to the following address:

Kings County Fire Department/OEM
280 N. Campus Drive
Hanford, CA 93230
559-582-3211, Ext. 2881

In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work after providing written notice to Client and a reasonable opportunity to cure, without further duty, obligation, and/or liability.

9. CONTRACT CEILING PRICE. The price for the Services shall not exceed \$90,960.00 as outlined in Appendix C. If Client requests additional services outside the Scope of Work in Appendix B, see Appendix A, Paragraph 16.

10. CURRENCY OF PAYMENT. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

11. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. HEALTH & SAFETY. Client shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities. Circumstances Consultant determines to be hazards shall be reported by Consultant to the agency having jurisdiction.

13. CONFLICT OF INTEREST. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Proprietary Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

14. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. For the duration of this Agreement, Consultant will keep a back-up copy of all important documents related to the Project.

Performance under this Agreement shall resume promptly once the cause of delay or failure ceases.

15. CHANGED CONDITIONS. To the extent the discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent

obstruction may impact the performance of the Services and such conditions were known by Client but not brought to the attention of the Consultant prior to execution of this Agreement, or to the extent any change in law materially affects the obligations or rights of either party under this Agreement, the parties shall negotiate in good faith an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the discovery materially changes the nature of the Services, then either party may terminate this Agreement as a result of such changed conditions.

16. CHANGES TO THE SERVICES. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

17. DISPUTES. Any dispute relating to this Agreement shall be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The panel shall meet for a maximum of three (3) days. Should this dispute resolution be unsuccessful, or if the panel has failed to meet within two (2) weeks of demand for such a meeting by either party, the matter may be submitted by either party to arbitration and no written or oral representation made during the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission.

The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The arbitration shall take place in Fresno, California and the laws of California shall apply. Furthermore, in all events, no party shall be liable for indirect, special, consequential or punitive damages.

18. THIRD PARTY LITIGATION. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) involving the Services performed by Consultant is commenced by a third party, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and in connection with such litigation, proceeding or claim (or investigation preliminary thereto). To the extent Consultant may be required by law to provide such testimony and/or records Consultant shall receive payment in accord with the applicable Discovery Law.

19. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from Consultant's failure to pay all taxes and fees imposed by applicable law under employment insurance, social security and income tax laws with regard to Consultants employees engaged in the performance of this Agreement.

20. NON-SOLICITATION OF EMPLOYEES. Neither party shall solicit for employment or hire the employees of the other party involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

21. NONWAIVER. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

22. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

23. ASSIGNMENT/SUBCONTRACTS. Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld.

24. DRAFTING PARTY. Each party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of Interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both parties.

25. GOVERNING LAW. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the State of California and, where applicable by virtue of preemption, under the laws of the United States of America.

26. TERMINATION. This Agreement may be terminated at any time by either party provided the requesting party provides the other with 30 days written notice. In this event, Client shall pay for services rendered through the date of termination. Either party may also terminate this Agreement upon failure to immediately cure, after delivery of five business days' written notice, a material breach of this Agreement, with no further payment or service obligation.

27. CAPTIONS. The captions and headings of this agreement are intended for convenience and reference only, do not affect the construction or meaning of this agreement and further do not inform a party of the covenants, terms or conditions of this Agreement or give full notice thereof.

28. RECORDS. Consultant shall maintain complete and accurate records with respect to the Services rendered and the amount compensated for such Services under this Agreement for a period of five (5) years. Such records shall be prepared in a manner consistent with generally accepted accounting procedures and shall be kept readily accessible. Consultant shall make these records available to the Client, its Auditor, or its duly designated representatives, as well as other appropriate State or Federal authorities or their duly designated deputies in order to facilitate any program or financial audit, inspection, or request for copies.

29. NO AGENCY. Except as specifically set forth otherwise, It is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall

anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

30. ORDER OF PRECEDENCE. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

- a. This Agreement
- b. The General Terms and Conditions (Appendix A)
- c. The Scope of Work (Appendix B)
- d. The Rate Schedule (Appendix C)
- e. The March 15, 2014 Proposal (Appendix D)

APPENDIX B

Scope of Work

The following specific tasks and deliverables are provided below as our strategy for completing the development of the EOPs. This scope of work (SOW) provides Kings County with a list of project tasks that would be initiated over a designated and mutually agreeable period of time to develop the All-Hazards Emergency Operations Plans.

Task 1: Identify Planning Requirements and Conduct Jurisdictional Stakeholder Meetings:

Howell Consulting will conduct a series of project initiation/planning meetings with each of the cities Emergency Managers individually, as well as Kings County's Emergency Manager. The purpose of this meeting will be to discuss the Project Outline which will list the project tasks, goals and objectives; review and discuss the plan outlines; finalize the timelines and completion dates for project deliverables; and schedule key planning meeting dates that will be necessary for project completion. Additionally, I will identify and discuss the planning requirements for this project and review applicable local, state and federal guidelines.

Deliverable: Project Outline; ETA: August 2014

Task 2: Review Existing Plans, Guidance and Outlines:

To perform a comprehensive review of the existing city and county plans, guidance and procedures, the Howell Consulting will use a crosswalk methodology when conducting an emergency operations plan assessment. The goal of the crosswalk assessment is to provide a snapshot of the status of completion for the EOP sections, annexes, and appendices and to provide a guide to an expanded level of content for the plans.

The EOP and their supporting documents will be reviewed against federal, state and local guidelines including the Comprehensive Preparedness Guide (CPG) 101: Guide for All-Hazard Emergency Operations Planning; Standardized Emergency Management System (SEMS); National Incident Management System (NIMS); and the National Response Framework requirements as well as nationally-recognized best practices in emergency management and homeland security.

Task 3: Develop Initial Draft of Emergency Operations Plan:

Following the meetings, plan review and feedback from the city and county representatives, this task is designed to develop the EOPs based on the recommendations outlined within the assessment tool and ensure that the EOPs are compliant with local, state and federal policies, procedures and guidelines.

During this task, Howell Consulting will work with the city and county appointed staff and relevant stakeholders to develop the first draft of the Emergency Operations Plans. Development of the initial drafts including checklists and guidelines and will ensure that each emergency management cycle is addressed.

Electronic copies of the draft EOPs will be provided to the cities and county for distribution. The comment period will be of adequate length to receive comments from all city and county departments and relevant stakeholder groups.

Deliverable: Draft All-Hazards Emergency Operations Plan for the cities and county; ETA: March 2015

Task 4: Revise the Draft Emergency Operations Plans and provide Second Draft:

During this task, Howell Consulting will assist in the coordination and consensus building on the contents of the draft EOPs. Once the review and comment period is complete, I will gather and consolidate comments and merge approved written and oral direction into the draft Plans as provided by the cities and county.

Once the initial draft of each EOP is revised into comprehensive and more complete plans, Howell Consulting will distribute the second draft of the plans in electronic copies to the cities and county staff for distribution. Again, I will ensure that the comment period is of adequate length to receive comments from all city and county departments and relevant stakeholder groups and to ensure we have captured all of the comments and requested edits.

Deliverable: 2nd Draft of All-Hazards Emergency Operations Plans for the cities and county; ETA: April 2015

Task 5: Final EOPs and Next Steps Report:

Once the final review and comment period is completed by the cities and county, Howell Consulting will incorporate final comments; integrate approved written and oral directions and finalize the All-Hazard Emergency Operations Plans as a final deliverable.

I will deliver the final plans and distribute them to Kings County in CD form in both MS Word and Adobe PDF formats for distribution.

As a final project deliverable, Howell Consulting will prepare a next steps report that will be a gap analysis in the identification of any major deficiencies or gaps in the cities and county's emergency management programs.

Deliverable: Final All-Hazards Emergency Operations Plans for the cities and county and a Next Steps/Gap Analysis Report; ETA: June 2015

APPENDIX C

Rate Schedule

Compensation. Compensation for services will be based as follows:

The total cost for task delivery and contract support of this Project will not exceed **\$90,960.00**; The hourly labor costs include any necessary travel and per diem expenditures.

The hourly rate schedule is as follows:

Project Manager \$120.00

EOP Planning Project Cost Proposal	Brenna Howell
Project Labor Hours	\$120.00
	Project Manager and Planner
Task 1: Conduct Jurisdictional Stakeholder Meeting In this task we will conduct a series of project initiation/planning meetings	50
Task 2: Review Existing Plans, Guidance and Outlines The EOP and supporting documents will be reviewed against federal, state and local guidelines	280
Task 3: Develop 1st Drafts of Emergency Operations Plans This task is designed to develop the EOPs.	300
Task 4: Revise Drafts and provide 2nd Drafts During this task, our firm will assist in the coordination and consensus building on the contents of the draft EOPs	80
Task 5: Final EOPs and Next Steps Report This task will incorporate final comments; integrate approved written and oral directions and finalize the Plans and the next steps reports.	48
Total Labor Hours	758
Total Contractor Proposal Costs Not to Exceed:	\$90,960

APPENDIX D

Proposal

1. March 15, 2014 (Kings County, and Cities of, Avenal, Corcoran, Hanford and Lemoore)

Howell Consulting

www.brennahowell.com



**Emergency Operations Plan
Update Project
Kings County, Avenal, Corcoran, Hanford, Lemoore
March 15, 2014**

12820 Rimfire Drive, Wilton, CA 95693
Phone: 916.202.2635 - Fax: 916.720.0653 - E-Mail: [Your E-Mail]

March 15, 2014

Howell Consulting 2

Michelle Speer, Coordinator
Kings County Office of Emergency Management
280 N. Campus Drive
Hanford, CA 93230

Dear Michelle,

Howell Consulting is pleased to submit our proposal to Kings County to provide a set of comprehensive Emergency Operations Plans to the county and its cities. We are confident you will find our qualifications for professional consulting services to the jurisdictions noted, exemplary.

Howell Consulting provides public entities with comprehensive emergency management planning, response, and recovery services for large-scale emergencies and disasters. Howell Consulting has experience and knowledge in emergency planning, including emergency operations planning and assessments, research, analysis, business continuity and hazard mitigation planning.

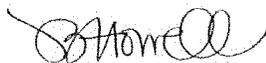
Individually and collectively, our partnership represents many years of applicable experience garnered from extensive work in the emergency management field and a comprehensive understanding of the needs of local government.

Howell Consulting understands the many facets of working with local government, the planning process, and the development and implementation of an Emergency Operation Plan.

We believe you will find our qualifications and experience the ideal provider for this project and look forward to the opportunity to speak with you regarding our experience and qualifications to work with Kings County.

If you have any questions or comments regarding our proposal, please do not hesitate to contact Brenna Howell, Project Manager at 916.202.2635.

Sincerely,



Brenna Howell

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Qualifications and Experience

Howell Consulting is an emergency management consulting firm founded in 2007. Howell Consulting is based in Wilton, CA and builds upon more than 15 years of experience in the field of disaster management, including thirteen years working for the California Office of Emergency Services (Cal OES).

For this project, Howell Consulting includes experience working with government agencies, non-profits, educational institutions and federal, state and local governments to prepare for and recover from emergencies and disasters.

Howell Consulting offers a full range of planning, mitigation, and preparedness consulting services to better prepare organizations before disaster strikes. Howell Consulting offers pre and post-disaster services, including the review of emergency response plans, mass care and shelter and evacuation planning, mitigation planning services, risk analysis, identification of hazards/vulnerabilities, and communication plans for employees, clients, students and/or tenants. Howell Consulting also provides on-site assistance in the event of a disaster.

Finally, through strategic partnerships, Howell Consulting is able to assess needs and prescribe appropriate emergency management trends such as the latest planning requirements and issues of organizational resiliency in this current economy.

Previous Experience

Howell Consulting has an extensive background providing services for state and local governments preparing for, responding to, and recovering from disasters on the federal, state and local levels. Most of our team members live in the Greater Sacramento area and have worked in emergency management in California for many years - having first-hand knowledge of state and local risks, history, politics, emergency management policies and procedures as well as state and federal guidelines and regulations.

Besides the extensive experience our firm brings in the area of multi-agency coordination, our firm brings specific experience including the development of emergency, evacuation, shelter and hazard mitigation plans and procedures for numerous state and local jurisdictions. Howell Consulting has provided advice and assistance on utilization and implementation of federal and state Department of Homeland Security grants, procedures, training and exercises, vulnerability assessments and program reviews for clients.

Howell Consulting consulting offers Kings County a strong capability and a high standard of baseline information concerning the emergency preparedness and planning needs of local governments, particularly in the area of access and functional needs planning. We are thoroughly knowledgeable of lessons learned and doctrine

developed by the state and federal government to assist in strengthening emergency preparedness and planning standards and to help protect the lives of citizens, staff and jurisdictional infrastructure.

1 - Resume of Brenna Howell

Brenna Howell has many years of experience working in Emergency Management and is experienced in the full spectrum of the Emergency Management cycle.

Brenna has completed the development of several Emergency Operations Plans including:

County of Merced	City of Davis
City of Atwater	City of West Sacramento
Dos Palos	City of Winters
Gustine	City of Woodland
Livingston	County of Sacramento
Los Banos	City of Sacramento
City of Merced	City of Stockton
County of Yolo	City of Live Oak
City of Compton	County of Colusa

Brenna is competent with the Federal Comprehensive Planning Guidance format. Brenna has been writing her plans to this format for the last several years even before using the Guidance became a required element. Brenna is extremely familiar with the CPG Planning Guidance documents developed by FEMA.

Brenna served the Emergency Services Coordinator for the City of West Sacramento and City of Stockton on a part-time basis. She developed their Emergency Management Team policies and procedures, revised their Emergency Operations Plan and coordinated with the various City departments on the development of the city’s emergency management programs. Other city responsibilities included, the oversight of day to day emergency management responsibilities and direct assistance in the areas of: planning, training, preparedness, response, recovery and mitigation.

While working at the former Governor’s Office of Emergency Services (OES) Brenna provided direct support to Operational Areas (cities, counties, and special districts) as well as state agencies in coordinating all aspects of emergency preparedness, planning, training, exercise development, response, recovery and grant administration. Brenna was also responsible for special projects such as: West Nile Virus, agricultural rendering, regional evacuation planning, Delta flooding issues and multi-agency coordination.

During Brenna's tenure at Cal EMA she responded to numerous emergencies and disasters statewide, in both Liaison and Agency Representative roles to ensure compliance with the Standardized Emergency Management System (SEMS). Additionally while in those response roles, Brenna worked to broker Mutual Aid resources and information. She has served in Emergency Operations Centers at all levels of government and has been assigned to several field level Incident Command Posts. Brenna was appointed to a team that responded out of state to the Florida Hurricanes. While on that team, the mission was to assess and evaluate California's viability to become part of the national Emergency Management Assistance Compact (EMAC).

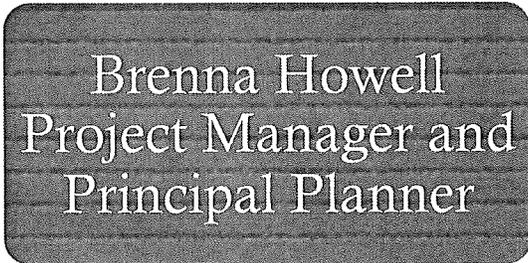
Brenna is a member of the California Emergency Services Association-Inland Region (CESA-IR) and the International Association of Emergency managers (IAEM).

Brenna has a Bachelor's of Science Degree in Emergency Management and Public Safety from Grand Canyon University.

2 – Organizational Chart and Project Personnel

Howell Consulting possesses the reputation and professional network necessary to draw the top experts in the field of disaster preparedness, response and recovery. For the purposes of this proposal, we selected a project management team composed of planners to support Kings County development efforts.

Brenna Howell, owner of Howell Consulting has worked with Kings County in completing a number of emergency management projects including the recent completion of the Local Hazard mitigation Plan, Mass Care and Shelter Plan, Emergency Operation Center Training and the Access and Functional Needs Plan.



Brenna Howell
Project Manager and
Principal Planner

3 - Project Approach and Methodology

It is now more important than ever for local governments and jurisdictions to stay vigilant in the steps to prepare for populations that cannot help themselves during a major disaster. For this reason, Kings County together with the Cities of Avenal, Corcoran, Hanford and Lemoore has taken the initiative to plan and prepare for responding to catastrophic disasters by undertaking this important planning project.

Kings County recognizes the importance of assessing its emergency preparedness planning and the need to undertake a comprehensive review of their policies and procedures together with a sustained approach. Howell Consulting is significantly equipped with the knowledge and expertise to assist Kings County in the update of their Emergency Operations planning effort and can document recommendations for improvement, which will outline how Howell Consulting will best approach the overall project while ensuring consistency with existing local, regional, state and federal planning efforts.

The overall purpose of this project is to work with the Emergency Managers in the county and the cities to develop their Emergency Operations Plans and coordinate those plans with the State of California and surrounding jurisdictions.



Howell Consulting understands that this project will require close collaboration with the city emergency managers, the county and other relevant stakeholders to ensure the adequacy and consistency of the deliverables. The team representatives understand that the deliverables from each task are to be considered part of a comprehensive process in the development of the EOPs that will include supporting documents, key position checklists and relevant emergency management guidelines.

Project Approach

The following specific tasks and deliverables are provided below as our strategy for completing the development of the EOPs. This scope of work provides the Kings County with a list of project tasks that would be initiated over a

designated and mutually agreeable period of time to develop the All-Hazards Emergency Operations Plans.

Task 1: Identify Planning Requirements and Conduct Jurisdictional Stakeholder Meetings:

The Howell Consulting Team will conduct a series of project initiation/planning meetings with each of the cities Emergency Managers individually, as well as Kings County's Emergency Manager. The purpose of this meeting will be to discuss the Project Outline which will list the project tasks, goals and objectives; review and discuss the plan outlines; finalize the timelines and completion dates for project deliverables; and schedule key planning meeting dates that will be necessary for project completion. Additionally, we will identify and discuss the planning requirements for this project and review applicable local, state and federal guidelines.

Deliverable: Project Outline

Task 2: Review Existing Plans, Guidance and Outlines:

To perform a comprehensive review of the existing city and county plans, guidance and procedures, the Howell Consulting Team will use a crosswalk methodology when conducting an emergency operations plan assessment. The goal of the crosswalk assessment is to provide a snapshot of the status of completion for the EOP sections, annexes, and appendices and to provide a guide to an expanded level of content for the plans.

The EOP and their supporting documents will be reviewed against federal, state and local guidelines including the Comprehensive Preparedness Guide (CPG) 101: Guide for All-Hazard Emergency Operations Planning; Standardized Emergency Management System (SEMS); National Incident Management System (NIMS); and the National Response Framework requirements as well as nationally-recognized best practices in emergency management and homeland security.



Task 3: Develop Initial Draft of Emergency Operations Plan:

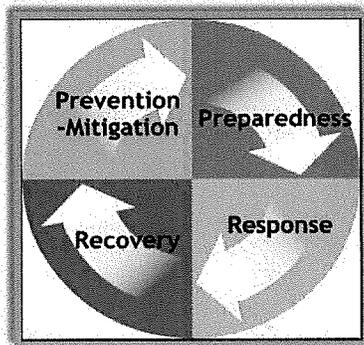
Following the feedback from the city and county representatives, this task is designed to develop the EOPs based on the recommendations outlined within the

assessment tool and ensure that the EOPs are compliant with local, state and federal policies, procedures and guidelines.

During this task, the Howell Consulting Team will work with the city and county appointed staff and relevant stakeholders to develop the first draft of the Emergency Operations Plans. We will develop the initial drafts including checklists and guidelines and will ensure that each emergency management cycle is addressed.

We will then distribute electronic copies of the draft EOPs to the cities and county for distribution. We will ensure that the comment period is of adequate length to receive comments from all city and county departments and relevant stakeholder groups.

Deliverable: Draft All--Hazards Emergency Operations Plan for the cities and county.



Task 4: Revise the Draft Emergency Operations Plans and provide Second Draft:

During this task, the Howell Consulting Team will assist in the coordination and consensus building on the contents of the draft EOPs. Once the review and comment period is complete, we will gather and consolidate comments and merge approved written and oral direction into the draft Plans as provided by the cities and county.

Once the initial draft of each EOP is revised into comprehensive and more complete plans, the

Howell Consulting Team will distribute the second draft of the plans in electronic copies to the cities and county staff for distribution. Again, we will ensure that the comment period is of adequate length to receive comments from all city and county departments and relevant stakeholder groups and to ensure we have captured all of the comments and requested edits.

Deliverable: 2nd Draft of All--Hazards Emergency Operations Plans for the cities and county.

Task 5: Final EOPs and Next Steps Report:

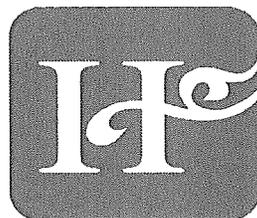
Once the cities and county complete the final review and comment period, the Howell Consulting Team will incorporate final comments; integrate approved written and oral directions and finalize the All-Hazard Emergency Operations Plans as a final deliverable.

We will deliver the final plans and distribute them to Kings County in electronic format in both MS Word and Adobe PDF formats for distribution.

As a final project deliverable, the Howell Consulting Team will prepare a next steps report that will be a gap analysis in the identification of any major deficiencies or gaps in the cities and county's emergency management programs.

Deliverable: Final All--Hazards Emergency Operations Plans for the cities and county and a Next Steps/Gap Analysis Report. Approach to Quality Assurance

Through our integrated efforts, Howell Consulting will work closely in a collaborative manner with designated representatives from Kings County and all relevant stakeholders. Close collaboration with the client is a key part of our normal process; we operate as supplemental staff and work to be part of your team. This collaboration is necessary throughout the facilitation of this planning process. We will provide the subject matter expertise to help develop and achieve project objectives and milestones.



4 - Project Timeline/Schedule

Howell Consulting acknowledges that the most crucial element of completing the project deliverables in the allotted time is making sure that each phase of the project adheres to its timeline. Howell Consulting is extremely qualified to meet established deadlines. As a regular business practice, a comprehensive project plan is developed that includes identification of project goals and objectives, and analysis of critical tasks and deliverables and their corresponding timelines. The project plan is the primary responsibility of the Project Manager to monitor key project milestones and control points.

The Kings County Project Timeline outlines our proposed work plan schedule, providing a summary of approximate times and dates to completion. These would be refined as Howell Consulting works with project participants and stakeholders in completing key work elements.

EOP Project Timeline	May 2014	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan 2015	Feb	Mar	Apr	May	Jun
Task 1: Conduct Jurisdictional Stakeholder Meeting	X	X	X	X										
Task 2: Review Existing Plans, Guidance and Outlines	X	X	X	X	X	X	X							
Task 3: Develop Initial Drafts of Emergency Operations Plans					X	X	X	X	X	X	X			
Task 4: Revise Drafts and provide Second Drafts										X	X	X		
Task 5: Final EOPs and Next Steps Report													X	X

5 - Cost Proposal and Budget

The total cost for task delivery and contract support of this project will be **\$90,960**. The hourly labor costs do not include any necessary travel and per diem expenditures. All associated travel and expenses will be in accordance with the consultant travel reimbursement policy.

EOP Planning Project Cost Proposal	Brenna Howell
Project Labor Hours	\$120.00
	Project Manager and Planner
Task 1: Conduct Jurisdictional Stakeholder Meeting In this task we will conduct a series of project initiation/planning meetings.	50
Task 2: Review Existing Plans, Guidance and Outlines The EOP and supporting documents will be reviewed against federal, state and local guidelines.	280
Task 3: Develop 1st Drafts of Emergency Operations Plans This task is designed to develop the EOPs .	300
Task 4: Revise Drafts and provide 2nd Drafts During this task, our firm will assist in the coordination and consensus building on the contents of the draft EOPs.	80
Task 5: Final EOPs and Next Steps Report This task will incorporate final comments; integrate approved written and oral directions and finalize the Plans and the next steps reports.	48
Total Labor Hours	758
Total Contractor Proposal Costs	\$90,960

6 - References

Merced County

Merced County Emergency Operations Plan update and development for the County and the Cities of Atwater, Dos Palos, Gustine, Livingston, Los Banos and Merced. October 2010 to September 2011

Merced County Office of Emergency Services
Jeremy Rahn, Battalion Chief
3500 N Apron Ave
Atwater, CA 95340
Office (209) 385-7548 ex 4866
Cell (209) 761-1972
jeremy.rahn@fire.ca.gov

Sacramento County

Sacramento County Emergency Operations Plan revision, Care and Shelter Annex development, Access and Functional Needs Annex
December 2007 to present

Sacramento Office of Emergency Services
Steve Cantelme, Chief
3720 Dudley Blvd.
McClellan, CA 95652
916.874-4670
scantelme@sacoes.org

Yolo County

County Emergency Operations Plan revision, Hazard Mitigation Plan development, interim OES Coordinator
2001 - 2014

Yolo County Office of Emergency Services
Dana Carey, OES Coordinator
625 Court Street, Room 202
Woodland, CA 95695
Office: (530) 406-4933
Dana.Carey@yolocounty.org



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-3211 EXT 2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM

May 13, 2014

SUBMITTED BY: Human Resources – Allison Picard

SUBJECT: APPROVE SALARY RANGE ADJUSTMENT FOR GIS SPECIALIST II
CLASSIFICATION IN COMMUNITY DEVELOPMENT

SUMMARY:

Overview:

During the FY2013-14 budget process, the Community Development Director requested a classification study of the GIS Specialist II position. For this study, a Classification Audit Questionnaire was completed and a desk audit was conducted, during which the incumbent was interviewed. The current job specification was reviewed along with the organizational chart for the department. The position and organizational needs of the department were discussed with the Director. The position was also evaluated for internal equity for similar positions within the classification plan.

Recommendation:

Approve:

- 1. Approve an adjustment upward of six salary ranges (approximately 6%) for the GIS Specialist II, from Range 182.0 to Range 188.0.**
- 2. Adjust the salary of the incumbent (J. Walker) in accordance with Personnel Rule 13071, Salary Range Adjustment, effective in pay period 14-11 (May 12, 2014).**

Fiscal Impact:

The cost for the remainder of this fiscal year is approximately \$491 which can be absorbed within the department current appropriations. The Adopted Budget for FY 14-15 will reflect this adjustment if approved.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPROVE SALARY RANGE ADJUSTMENT FOR GIS SPECIALIST II CLASSIFICATION IN COMMUNITY DEVELOPMENT

May 13, 2014

Page 2 of 2

BACKGROUND:

The incumbent supports all the GIS programming for the entire County. The GIS Specialist II classification is intended to perform day-to-day highly specialized technical work and administrative support of the County's Geographical Information Systems application and database, and prepares geographical-based data in map form. Since 2011, the incumbent has been the primary person administrating all GIS mapping, interfacing with departments that have direct GIS needs, including contract GIS services with the City of Hanford and City of Avenal. Beginning in 2013, the incumbent was assigned to assist in programming and developing the GIS server to support the Sheriff's Office GIS server for the Spillman software. This is a main communication system used for emergency response personnel to navigate throughout the County developed from GIS mapping.

While the current job description continues to be accurate and does not require modification, there has been a shift in the amount of more complex work being performed. Initially, the incumbent's activity with the GIS server was primarily updating GIS files. However, today the incumbent is required to develop and program within the GIS server along with updating GIS files using a variety Web Map applications. The GIS Specialist II classification is now equivalent to the Assessor's Office Cadastral GIS Technician III classification in that both classifications perform a high degree of specialized and technical work requiring independent judgment and using in-depth knowledge of automated mapping and database systems. The Cadastral Drafting Technician III position is at Range 188, as is a Programmer Analyst I in the Information Technology department. It is recommended that the GIS Specialist II position also be set at Range 188.0 to reflect the change in duty complexity.

If approved, the incumbent's salary would be adjusted pursuant to Personnel Rule 13071 which provides that the employee is moved to the same step on the new range as they are currently on.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-3211 EXT 2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM May 13, 2014

SUBMITTED BY: Sheriff's Office – Sheriff Dave Robinson

SUBJECT: OUT OF STATE TRAVEL REQUEST FOR SPILLMAN DISPATCH TRAINING

SUMMARY:

Overview:

Approval for out of state travel is requested for four (4) Emergency Dispatchers of the Kings County Sheriff's Office to train and observe the Spillman Dispatching services in Carson City and Gardnerville, Nevada.

Recommendation:

Approve the out of state travel request for four (4) Emergency Dispatchers of the Kings County Sheriff's Office to train and observe the Spillman Dispatching services in Carson City and Gardnerville, Nevada. The dates are still to be determined.

Fiscal Impact:

The full cost of this training, not to exceed \$2,500, will be paid out of travel accounts in budget units 220600 and 221500.

BACKGROUND:

In 2012, your Board approved the contract with Spillman for law enforcement software. We request to send Emergency Training Officer Laurie Porcari, Senior Emergency Dispatcher Karen Teller, Emergency Dispatcher Kevin Clift and Emergency Dispatcher Holli Streets, or their alternates, to the Nevada Department of Public Safety in Carson City, Nevada, and the Douglas County Sheriff's Office in Gardnerville, Nevada. Both venues have been long term clients of Spillman Technologies, Inc. and have been providing Dispatch services in Spillman CAD for over ten years. The purpose of the training is to garner best practice techniques, learn from experienced dispatchers, and boost the confidence and capabilities of the Kings County Dispatchers. The agencies are available for training on any Tuesday or Thursday in late May or early June 2014. The Dispatchers would leave the day prior to training and return the day after training for a total of 3 days out of the County.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-3211 EXT 2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM

May 13, 2014

SUBMITTED BY: Administration – Larry Spikes/Deb West
Human Resources – Allison Picard
Department of Finance – Rebecca Carr

SUBJECT: PEOPLESOFT UPGRADE BUDGET AMENDMENT

SUMMARY:

Overview:

On March 18th your Board authorized an upgrade from PeopleSoft version 9.0 to 9.2 and an agreement with LCS Technologies, Inc. to implement the upgrade. There was also authorization for extra help for the Payroll Division of the Department of Finance and authorization for a Budget Appropriation and Transfer form. Two corrections need to be made, the Department of Finance does not anticipate using the extra help funds in this fiscal year and the accounting for the movement of funds was incorrectly reflected so we request a new Budget Appropriation and Transfer Form be adopted.

Recommendation:

- 1) Rescind the Budget Appropriation and Transfer form adopted on March 18, 2014;
- 2) Authorize the Clerk of the Board to sign a revised Budget Appropriation and Transfer form increasing appropriations by \$242,500, which includes \$131,200 to be transferred from General Fund Contingencies as well as \$111,300 being cost applied from Human Services to the budget unit titled Financial /HR Systems, Contractual Services. (4/5th vote required)

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item
PEOPLESOFT UPGRADE BUDGET AMENDMENT
May 13, 2014
Page 2 of 2

Fiscal Impact:

Fiscal Year 13/14	County Share	H.S.A. Share	Total Cost
LCS Technologies Consulting Services			
PeopleSoft Upgrade from 9.0 to 9.2	\$ 112,000	\$ 63,000	\$ 175,000
(Activation of Time & Labor Modules)	\$ 19,200	\$ 10,800	\$ 30,000
Addition of FMLA Leave Tracking Module	\$ 0	\$ 37,500	\$ 37,500
Sub-Total	\$ 131,200	\$ 111,300	\$ 242,500
Fiscal Year 14/15			
LCS Technologies Consulting Services			
PeopleSoft Upgrade from 9.0 to 9.2	\$ 132,160	\$ 74,340	\$ 206,500
(Activation of Time & Labor Modules)	\$ 19,200	\$ 10,800	\$ 30,000
Addition of FMLA Leave Tracking Module	\$ 0	\$ 37,500	\$ 37,500
Finance Department Payroll Labor	\$ 32,000	\$ 18,000	\$ 50,000
Sub-Total	\$ 183,360	\$ 140,640	\$ 324,000
Total	\$ 314,560	\$ 251,940	\$ 566,500

BACKGROUND:

The upgrade project started on April 21, 2014. The Department of Finance, Human Resources, Administration and Information Technology departments have all been active in meeting with LCS Technologies, Inc. The Department of Finance does not anticipate being able to bring on a payroll professional before the end of this fiscal year and the costs that were originally allocated to extra help for this year are requested to now be moved under Contractual Services in the Financial/HR Systems budget unit. In addition, the accounting for transfers between budget units was not shown as Cost Applied and the revised Budget Appropriation and Transfer form corrects that.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-3211 EXT 2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM

May 13, 2014

SUBMITTED BY: Administration Office – Larry Spikes/Rebecca Campbell

SUBJECT: AGREEMENT BETWEEN VANIR CONSTRUCTION MANAGEMENT, INC.
AND KINGS COUNTY FOR THE SB 1022 JAIL PHASE III PROJECT

SUMMARY:

Overview:

Staff has negotiated an agreement with Vanir Construction Management, Inc. (Vanir) to provide project and construction management services to Kings County for the Kings County SB 1022 Jail Phase III project.

Recommendation:

Approve agreement with Vanir Construction Management, Inc. for project and construction management services and authorize the Chairman to sign.

Fiscal Impact:

This agreement is for \$868,405, which is included the estimated project total of \$21,052,000. The State will provide \$20,000,000 for the project and the County will be required to provide \$1,052,000 in the form of Cash or In-Kind Match.

BACKGROUND:

Among the provisions in SB 1022, the State Public Works Board (SPWB) and the Board of State and Community Corrections (BSCC) are authorized to enter into agreements with participating counties to acquire, design, and construct, including expanding or renovating, an adult local criminal justice facility approved by the BSCC. The bill would authorize the SPWB to issue up to \$500,000,000 in state lease-revenue bonds, notes, or bond anticipated notes to finance those approved adult local criminal justice facilities.

On July 23, 2013, the BSCC issued the final RFP for the SB 1022 program. On August 13, 2013, your Board approved a professional services agreement with Vanir to assist the County with preparing the application. On October 22, 2013, your Board approved the application documents, and the proposal was submitted to the

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed
and adopted on _____, 2014.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT BETWEEN VANIR CONSTRUCTION MANAGEMENT, INC. AND KINGS COUNTY FOR THE SB 1022 JAIL PHASE III PROJECT

May 13, 2014

Page 2 of 2

BSCC on October 24, 2013. BSCC approved to conditionally award Kings County \$20 million on January 16, 2014.

This agreement provides the County assistance with that approval process, as well as services related to the pre-design, design, construction bids and award, construction, and Building Information Modeling (BIM) phases of the expansion of the County's jail project.

There are two other optional services that Vanir may provide that include: transition phase services and a BIM Facilities Management Program. Staff will evaluate and return to your Board at a future date if those services are needed.

This agreement has been reviewed by County Counsel. Attached to this agenda are the following documents:

- Professional Services Agreement
- Exhibit A: March 27, 2014 Proposal of Vanir to the County of Kings
- Exhibit C: Vanir Fee Schedule
- Exhibit D: County of Kings Request for Additional Services Form

Exhibit B to the agreement is the County's SB 1022 application to the Request for Application from the BSCC, and is on file with the Clerk of the Board.

AGREEMENT NO.
(Construction Management and Other Services for the Kings County Jail SB 1022 Project)

THIS AGREEMENT, made this 13th day of May, 2014, by and between the County of Kings, a political subdivision of the State of California, hereinafter referred to as "Owner," and Vanir Construction Management, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, Owner has applied for and received approval for funding under Senate Bill No. 1022 ("SB 1022") to construct a Day Reporting Center and an expansion of its jail facility located at 1570 Kings County Drive, Hanford, CA (referred to herein as the "Project"); and

WHEREAS Owner is in need of Project and pre-Project services which are detailed in Exhibit "A" and referred to herein collectively as "Services."

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1 Services, representations and warranties provided by Consultant:

- 1.1 **Scope of Work/Personnel:** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the Services for the Project as described in Exhibit A. Consultant warrants that all personnel assigned by Consultant to perform the Services are duly trained and qualified to perform the Services.
- 1.2 **Work Standard:** The Consultant shall perform the services with the standard of care and thoroughness normally exercised by nationally recognized professional project and construction management organizations engaged in performing comparable work in similar circumstances. The standard shall be measured at the time services are rendered to Owner.
- 1.3 **Licenses and Permits:** Consultant represents and warrants to Owner that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the terms of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the Services are performed.
- 1.4 **The Services in Exhibit A are generally divided into the following phases:**
 - 1.4.1 Pre-Design Phase
 - 1.4.2 Design Phase Services
 - 1.4.3 Construction Bids and Award Phase Services
 - 1.4.4 Construction Phase Services
 - 1.4.5 Building Information Modeling Services for Design, Procurement, Construction, and Closeout
- 1.5 **Force Majeure:** Neither party will hold the other responsible for damages or delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Should such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the performance of this Agreement. Delays within the scope of this Article will extend the contract completion date for specified services commensurably or will, at the option of either party, make this Agreement subject to termination or to renegotiation, provided, however that the party relying upon such justification has the burden to show that it was not negligent in causing such event.
- 1.6 **Time for Completion:** Time is of the essence in provision of professional Services under this Agreement. Consultant shall perform the Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Consultant shall devote such attention to the performance of Services as may be necessary for the satisfactory and timely performance of Services hereunder and Consultant shall complete the phases up to and including the Cost Estimate phase within project timelines approved by the State as detailed in Exhibit B (County's SB 1022 phase III funding application approved by the State of California). Each phase shall be considered complete when Owner makes full payment for 100% completion of that phase. Consultant shall provide a schedule showing the estimated duration for each phase of Services under the Agreement.

1.7 Project Status Reporting: Consultant shall report to Owner, at least monthly, the status of work progress and expenses made. This report may be included in whole or in part with the monthly billing. The report shall contain:

- 1.7.1 Discussion of tasks completed and the ones currently underway; and
- 1.7.2 Discussion of any problems encountered or anticipated which may result in additional time or expenses.
- 1.7.3 Document approval: The Consultant shall provide the deliverables, documents, and drawings at the conclusion of each service phase as outlined in Exhibit A and Section 1.4.

2 OWNERS RESPONSIBILITIES:

2.1 Compensation:

2.1.1 Basic Fee: The Owner shall compensate the Consultant monthly for Services rendered, the amount to be paid shall be computed as set forth in the following subsections based on a total sum of \$868,405.00, except as otherwise provided herein.

2.1.2 Amount by Phase: The amount to be paid for each phase of Services shall be equal to the percentage for each phase shown below times the lump sum fee in Section 2.1.1 above:

Phase of Work	% of Fee
2.1.2.1 Pre-Design Phase	1.49
2.1.2.2 Design Phase Services	15.97
2.1.2.3 Construction Bids and Award Phase Services	1.80
2.1.2.4 Construction Phase Services	77.87
2.1.2.5 BIM Design	0.09
2.1.2.6 BIM Procurement	0.48
2.1.2.7 BIM Construction	1.17
2.1.2.7 BIM Closeout	<u>1.13</u>
	100%

2.1.3 Progress Billings: The Owner shall compensate Consultant on a monthly basis upon submittal of a written statement itemizing the Services accomplished to date, for each phase of Services, and for Additional Services and Reimbursable Expenses, giving credit for previous payments. Payment shall be made within twenty (20) days of invoice submittal. Consultant waives any right to payment if consultant does not bill for such services within 90 days of their provision.

2.1.4 Additional Services and Expenses: Consultant shall provide Additional Services as requested by Owner. Owner shall compensate Consultant, upon prior written approval by Owner, for any additional services and/or direct expenses which are not detailed in Exhibit A, and which could not have been reasonably foreseen by the Consultant as being necessary to complete the Services for the Project. Owner shall not be bound for payment for additional services if the services are not specifically authorized on the Form entitled "Request for Compensation for Additional Services" attached as Exhibit D. Additional services may include the following:

- 2.1.4.1 Any major additions or changes to approved drawings as may be requested by Owner after the Design documents are approved.
- 2.1.4.2 After Construction Documents are approved, any additions or changes to approved drawings as may be requested by Owner.
- 2.1.4.3 Services with respect to replacement of any work damaged during construction.
- 2.1.4.4 Services required because of default of the Contractor, or major deficiencies or defects in the Work of Contractor, which in no way were caused by Consultant.
- 2.1.4.5 Meetings and/or presentations beyond those associated Services described in Exhibit A.
- 2.1.4.6 Computation of Compensation: The amount of compensation for Additional Services shall be computed based on the hourly rates shown in Exhibit C. Reimbursable Expenses shall be listed and supported by appropriate documentation.

- 2.2 Access to records: Owner shall have reasonable access to inspect and audit all accounts and records pertinent to claims made upon Owner. Consultant shall retain such records for a period of five years from issuance of Certificate of Occupancy.
- 2.3 Owner Furnished Information and Services: The Owner shall specify to the Consultant or be responsible for the following:
 - 2.3.1 Provide the State approved SB 1022 grant application as described in Exhibit B.
 - 2.3.2 During construction, provide for necessary testing services, and secure and pay for the services of a Project Inspector, if it is determined by Owner that such services are necessary.
 - 2.3.3 The Owner will provide the Consultant access to and copies of pertinent plans and records possessed by the Owner relating to the project.
 - 2.3.4 Furnish data and reports currently existing, and research county records for information requested by Consultant and needed for completion of Work.
 - 2.3.5 Act as liaison and coordinator between the Consultant and local and State governmental agencies with respect to providing information, setting up meetings, and answering questions.
- 2.4 Review of Consultant Submitted Materials: The Owner shall give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.

3 ADMINISTRATION OF AGREEMENT:

- 3.1 Project Manager: The Owner shall appoint a Project Manager who shall represent the Owner in carrying out the provisions of this Agreement. The Consultant shall communicate with and receive instructions only through the Project Manager or his designated representative. Nothing in this Agreement shall be construed to mean that Consultant assumes any of the responsibilities or duties of the Design Professional. The Design Professional is solely responsible for the Project design and shall perform in accordance with the agreement between the Design Professional and the Owner. Consultant is not responsible for providing, nor does Consultant control, the Project design or the contents of the design and construction documents. By performing the reviews described herein, Consultant is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design and construction documents. Consultant's actions in reviewing the Project design and design and construction documents and in making recommendations as provided herein are advisory only to the Owner. The Architect is not a third party beneficiary of Consultant's work described herein and the Architect remains solely responsible for the contents of design drawings and design and construction documents. No warranty, either express or implied, is included or intended in this report for work completed by the Architect.

The Project Manager shall be responsible for the following:

- 3.1.1 Examine documents: Documents submitted to Owner by the Consultant shall be reviewed and timely decisions rendered pertaining thereto.
- 3.1.2 Communications: Communications between the Consultant and Owner officials and employees shall be provided through the Project Manager. Access to pertinent Owner records and documents shall also be provided.
- 3.1.3 Project Records: The Owner shall maintain project accounting, correspondence and construction document records.
- 3.2 Preparation of Changes to Work: The Consultant shall recommend necessary changes to the work of related construction contracts (Change Orders). The Consultant shall not, unilaterally, approve any deviations to the construction contract, which will add cost to or change the scope of the project. Any such deviations shall be allowed only after the Consultant prepares and processes the necessary documentation, as may be appropriate, which must be approved by the Owner in writing.
- 3.3 Change Orders Arising from Negligent Acts, Errors, or Omissions by Consultant: Where a change in work arises as a result of a negligent acts, error, or omission of the Consultant, Consultant shall be responsible for added costs associated with that negligent act, error, or omission.

- 3.3.1 Where a Change Directive or a Change Order arises as a result of a negligent act, error, or omission of the Consultant, there shall be no compensation paid as an "additional service" for time spent or cost incurred in efforts connected with the correction thereof.
- 3.3.2 If a negligent act, error, or omission of the Consultant results in identifiable and definable damage to the Owner, the Consultant shall be responsible to reimburse Owner for the cost of such damages.
- 3.3.3 If a negligent act, error, or omission of the Consultant causes the need to make corrective changes to the work at an added cost, Consultant shall be liable for the added cost.
- 3.3.4 If a negligent act, error, or omission of the Consultant results in an increase in the construction contract cost but does not result in readily identifiable or definable damages to the Owner, the parties acknowledge that nevertheless there may be some actual monetary damage to the Owner. In either event, the procedures set forth for resolution of disputes in Section 3.5 shall apply.
- 3.4 Approvals and Authorizations: For an approval, an authorization, a request, or any direction to the Consultant to be binding upon the Owner under the terms of the Agreement, such approvals, authorization, request, or direction must be in writing and be signed on behalf of the Owner by the Project Manager or a person designated by him.
- 3.5 Disputes: If a disagreement or dispute arises between the Owner and the Consultant with regard to interpretation or implementation of this Agreement, or concerning obligations under this Agreement, the following procedure shall be followed to resolve the dispute:
 - 3.5.1 The Project Manager and the Consultant shall meet and confer and attempt to reach agreement on the issue, and if damages are claimed, the amount of the damages, and the measure of damages, if any, each party shall be responsible for. If the Project Manager and the Consultant cannot reach agreement through direct negotiation, the parties may meet with an agreeable neutral mediator to try to resolve the issues.
 - 3.5.2 If the Project Manager and the Consultant cannot reach agreement under 3.5.1, the disputed issues shall be submitted to a panel of three (3) people for a recommended resolution. The Consultant and the Owner shall each select one member of the panel and the third member of the panel shall be mutually agreed upon by the Owner and the Consultant.
 - 3.5.3 The panel shall hear the facts related to the disputed issues. Discovery rights provided by the California Code of Civil Procedures shall be available and enforceable to resolve the disputed issues.
 - 3.5.4 Upon receipt of the panel's recommended resolution of the disputed issues, the Owner and the Consultant shall again meet and confer and attempt to reach agreement. If the parties still are unable to reach agreement, each party shall have recourse to all appropriate legal and equitable remedies.
 - 3.5.5 The procedures to be followed in the resolution of disputes may be modified anytime by mutual agreement of the parties hereto.

4 General Conditions:

- 4.1 Meaning of Headings: Headings do not in any manner affect the scope, meaning, or intent of the provisions of this Agreement.
- 4.2 Additions or Changes to Agreement: This Agreement, addendums hereto, if any, and the Exhibits attached hereto are incorporated herein and constitute the entire agreement between the parties, and this Agreement shall not be modified, amended, altered or changed except by a written document signed by both parties. The parties agree to execute such additional documents as may be necessary to carry out the intent and provisions of this Agreement.
- 4.3 Submittal Review: It is agreed that a reasonable time within which to review submittals from contractors is four weeks from the time received by the Consultant. If Consultant takes longer than this amount of time to review a submittal, then Consultant shall be liable for any actual or consequential costs incurred by either the Owner or Contractor for delaying review beyond the four week period.

4.4 Termination of Agreement:

4.4.1 Termination at Convenience of Owner: The Owner may terminate this Agreement at any time by giving no less than fifteen (15) days prior written notice to the Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described in Section 4.4.2 below shall, at the option of Owner, become its property. All costs associated with printing and transfer of such documents shall be paid by the Owner. Owner may use such documents to complete the Project, make additions to the Project, or for any purposes relating to the Project. If the Agreement is terminated by Owner as provided herein, the Consultant shall be paid for services provided to the date of notification of termination. If this Agreement is terminated due to the fault of the Consultant, Section 4.4.2 shall apply.

4.4.2 Termination of Agreement for Cause: If through any cause, the Consultant fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant violates any of the covenants, agreements, or stipulations of this Agreement and any such default is not cured within ten (10) days of the Owner giving Consultant written notice specifying the nature of the problem, Owner shall thereupon have the right to terminate this Agreement by giving at least ten (10) days prior written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by Consultant under this Agreement shall, at the option of Owner, become property of Owner after payment in full for all services provided by the Consultant. All costs associated with printing and transfer of such documents shall be paid by the Owner.

4.5 Documents and Records/Ownership: Consultant shall maintain, at all times, complete detailed records of all professional and technical information developed under this Agreement and all worksheets, reports, and related data with regard to Services performed under this Agreement. These shall be deemed works for hire and all copyrights in such work become the property of Owner, and Owner shall have the right to inspect such records at any reasonable time. Upon completion of each phase where documents are provided, the originals (or reproducible copies) of all such documents shall become and remain the property of the Owner. Owner acknowledges the Consultant's documents are instruments of service. Nevertheless, all documents prepared by Consultant relating to provision of Services under this Agreement shall become the property of the Owner upon completion of the Services and payment in full of all monies due to Consultant. At that time Consultant assigns to Owner all copyrights to such works as created.

4.6 Independent Contractor/Consultant Not Agent:

4.6.1 At all times during the term of This Agreement, Consultant shall be an independent contractor and shall not be an employee of the Owner. All persons performing Services for the Consultant under this Agreement shall be employees of the Consultant and not the Owner.

4.6.2 Except as Owner may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

4.7 Indemnity: To the fullest extent permitted by law, including California Civil Code Sections 2778 and 2782.5, Consultant shall protect, defend (with legal counsel reasonably acceptable to Owner), indemnify, and hold harmless Owner, its officers, agents, and employees, from and against any and all claims and liens, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subconsultants or subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, its subconsultants and its subcontractors, anyone directly employed by them, or anyone that they control (collectively, "Liabilities"). The claims covered by this Paragraph include, without limitation, any claims brought by private persons(s) and/or governmental agencies relating in any way to alleged California Labor Code violations or alleged violations of prevailing wage laws, and/or any other employment-related laws. Such obligations to defend, hold harmless, and indemnify the Owner, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of the Owner, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct. This provision is not intended to create

any cause of action in favor of any third party against Consultant or the Owner or to enlarge, in any way, the Consultant's liability.

- 4.8 Payment of Attorney's Fees: Should any litigation be commenced between the parties hereto concerning any provision of this Agreement, or the rights and obligations of either in relation hereto, the party prevailing in any such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for such purpose.
- 4.9 Notice of Delays by Owner: The Consultant shall notify the Owner, in writing, at least 5 working days after Consultant believes that Owner has caused Consultant damages because of delays by Owner.
- 4.10 No Damage for Delay: The Consultant shall not be entitled to any damages for delay. All compensation shall be paid as provided under Section 2.1.
- 4.11 Governing Law/Venue: This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this Agreement shall be brought under the jurisdiction of the Superior Court of the County of Kings, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure Section 394 that may have allowed it to transfer venue to another jurisdiction. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
- 4.12 Conflict of Interest: Consultant certifies that no official or employee of the Owner, nor any business entity in which an official of the Owner has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Consultant agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.
- 4.13 General Compliance with Laws: The consultant shall exercise usual and customary care to comply with applicable Federal, State, and local laws, statutes, rules, orders, and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.
- 4.14 Construction and Interpretation: It is agreed and acknowledged by Consultant that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.
- 4.15 Non-Discrimination: Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code Section 12900, *et seq.*
- 4.16 Non-assignment: This Agreement is personal to the Consultant and any attempted assignment by him, his successor or assigns, shall be void. The Consultant's services pursuant to this Agreement shall be provided under the personal supervision of Steve Whitehead, Principal-in-Charge, Jerry Avalos, Project Director, Scott Murphy, Senior Construction Manager, Stuart Buck, BIM Manager, and the Consultant shall not assign another to supervise the Consultant's performance of this Agreement without written approval of the Owner through the Project Director. Consultant agrees that Steve Whitehead, Principal-in-Charge shall be made available to the Owner for any litigation that may arise out of this Agreement, and such services shall be provided on a time and materials basis as per the rate schedule in Exhibit C.
- 4.17 Notices: Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective parties set forth below:

OWNER: County of Kings
Rebecca Campbell, Project Manager
Administration Building #1
1400 W. Lacey Boulevard
Hanford, CA 93230
Phone: (559) 852-2375
Fax: (559) 585-8047

With copy to: County Counsel
1400 W. Lacey Blvd., Bdg. #4
Hanford, CA 93230
Phone: 559-852-2445
Fax: 559-584-0865

CONSULTANT: Vanir Construction Management, Inc.
Attn: John A. Kuprenas, President
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834
Phone: 916-575-8888
Fax: 916-575-8887

Either party may from time to time designate any other address for this purpose by written notice to the other party.

4.18 Term: This Agreement shall become effective May 13, 2014, and shall continue until all Services, as amended or Added, are completed, but in no event later than May, 31, 2018. The indemnification provisions of this Agreement shall survive termination.

5 SPECIAL CONDITIONS:

5.1 General Liability Insurance: The Consultant shall, at its sole expense, obtain and keep in full force and effect for the duration of this Agreement, general public liability and property damage insurance which includes automobile liability insurance in a combined single limit for each occurrence of not less than ONE MILLION DOLLARS (\$1,000,000.00). Said insurance policy shall be endorsed with the following specific language: "The County of Kings, its officers, agents, and employees, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement. The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Kings with respect to any insurance or self-insurance programs maintained by the County, and no insurance held or owned by the County shall be called upon to contribute to a loss."

5.1.1 Insurance afforded under the policy is primary and any insurance maintained by Owner shall apply in excess of, and not contribute with, insurance provided by this policy.

5.2 Professional Liability Insurance (Errors & Omissions): Consultant shall also carry an "occurrence" policy form of Professional Liability Insurance at his sole expense for the duration of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00), and with a deductible of not more than FIFTY THOUSAND DOLLARS (\$50,000.00), which insurance shall contain a 10-day notice of cancellation provision.

5.2.1 In lieu of "occurrence" policy form insurance, the Consultant may provide Professional Liability Insurance utilizing a "claims made" policy form, containing the following provisions:

5.2.1.1 Guaranteed extended reporting period availability for three (3) years beyond termination of this Agreement; and

5.2.1.2 Restoration of full limits of coverage for the full extended reporting period; and

5.2.1.3 Notification by the Consultant's insurance carrier to the Owner at least thirty (30) days in advance of cancellation, failure to renew, or other termination and if termination occurs, carrier shall notify Owner if the extended reporting period provision is not exercised within the three (3) year period.

5.2.2 If Consultant elects to meet the insurance requirement through the purchase of a claims made insurance policy, Consultant shall provide continuous coverage with its existing insurance policy with current insurance carrier for a period of no less than 3 years from the date of substantial completion of the construction contract. If Consultant changes insurance carriers, Consultant shall secure a policy with the same coverage as the existing policy and has with a coverage retroactive date no later than the date of this agreement.

5.2.3 If maintenance of coverage with the same carrier is not feasible, and replacement insurance does not meet the conditions in the foregoing paragraph, Consultant shall exercise the provision to

extend the claims reporting period from the original carrier for a period ending not earlier than three (3) years from termination of this agreement.

- 5.3 Workers' Compensation Insurance: Consultant shall obtain and maintain during the entire term of this Agreement, Workers' Compensation Insurance as required by law for its officers, agents, representatives, volunteers, and employees.
- 5.4 Certificate and Maintenance of Insurance: A Certificate for each such insurance policy shall be submitted to the Owner's Risk Manager within 30 days of execution of this Agreement. Maintenance of insurance as required herein shall be a condition precedent to Consultant's exercise and enforcement of any rights, including rights to compensation, under this Agreement.
- 5.5 Partial Construction Administration Phase Services. The Owner and the Consultant acknowledge that should the Owner, after careful deliberation, choose not to retain the Consultant to perform complete Construction Administration Services under this Agreement, the Owner is aware and understands that the likelihood of misinterpretation and miscommunication in implementing plans and specifications are more likely to occur when the Consultant is not retained to provide such services. Therefore, the Owner agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, suits, demands, losses and expense, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms or any other legal entity, on account of any damage to property or persons, including death, arising out of errors, omissions and/or misinterpretations in implementing or interpreting the Consultant's work product which could have been prevented had the Consultant been engaged by the Owner to provide complete Construction Administration Services, except where the Consultant is found solely liable for such damages by a court of competent jurisdiction.
- 5.6 BIM/CADD Documents Generated During the Pre-Design Phase. Upon request of Owner, Contractor shall submit all drawings in a BIM/CADD format specified by Owner. The electronic files submitted by Consultant to Owner are submitted for an acceptance period of 90 days. Any defects the Owner discovers during this period will be reported to the Consultant and will be corrected as part of the Consultant's Services. Corrections of defects detected and reported after the acceptance period will be compensated as Additional Services. These files will be the property of the Owner.

OWNER:
County of Kings

CONSULTANT:
Vanir Construction Management, Inc.

By: _____
Joe Neves, Chairman (Date)
Kings County Board of Supervisors

By: _____
(Date)

ATTEST:

By: _____
(Date)

By: _____
Catherine Venturella, Clerk (Date)
Kings County Board of Supervisors

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

APPROVED AS TO FORM:

By: _____
Carrie Woolley, Deputy County Counsel (Date)

By: _____
(Date)

EXHIBITS:

- A: March 27, 2014 Proposal of Vanir Construction Management to County of Kings for Kings County Jail Phase III (SB 1022)
- B: SB 1022 Application of Kings County to the Board of State and Community Corrections
- C: Vanir Fee Schedule
- D: Additional Services Request Form



Exhibit A

Construction Management, Inc.

March 27, 2014

ATTN: Rebecca Campbell
Deputy County Administrative Officer
Kings County Administrative Office
1400 West Lacey Blvd.
Hanford, CA 93230

RE: Kings County Jail Phase III (SB 1022) – Scope and Fee Proposal for Project and Construction Management Services – revised

Dear Mrs. Campbell:

In response to your request, Vanir CM offers the following scope of services and fee proposal to provide project and construction management services to Kings County for the Kings County Jail Phase III Project.

Scope of Services

The scope of services outlined on the following pages includes a list of tasks that Vanir will perform at each phase of the project management process. Proposal is based on Design Phase commencing first of April 2014, Bid and Award Phase commencing mid-September 2015 and Construction Phase commencing mid-January 2016.

Pre-Design Phase Services (~ 2 Months)

This duration includes the review time required by BSCC per each phase of the design process.

- Task #1 – Assist the County with State process for SB 1022, Phase III funding:
 - Assist County in validating costs to budget summary table.
 - Review project scope summary to project cost estimates.
 - Validate cost estimates for hard and soft (in-kind) costs.
 - Review project scope and budget for ineligible costs.
 - Prepare itemized cost chart of hard and soft match as outlined in the Capital Outlay and SPWB Guidelines.
 - Prepare in the 3-page estimate format required by the SPWB for approval.
 - Assist County in preparing itemized Schedule.
 - Incorporate Section 3, Project Timetable milestones.
 - Prepare a schedule delineating project and construction activities including critical path.
 - Incorporate all CEQA, CSA/CDCR, SFM, DoF, SPWB interfaces to schedule.
 - Prepare in a format required by the DoF and SPWB approval.
 - Prepare Cash Flow Schedule.
 - Prepare cash flow projection schedule for the Pooled Money Investment Board (PMIB) Loan Request.
 - Prepare 12-month schedule as needed.

Design Phase Services (~ 17 Months)

This duration includes the review time required by BSCC per each phase of the design process.

- Task #1 – Project Management Plan: During the design phase, Vanir will work closely with the architect(s) to initiate project tracking and control methods to ensure that the project is designed in compliance with the County and Sheriff's needs, defined program requirements and design criteria including adherence to established budget and schedule requirements. Essential to this task, is the development of the Project Management Plan. The Project Management Plan will be our "road map" and the guiding document for management of design, bid/award, construction, and project close-out. As a "living" document, the major components of the plan will identify roles and responsibilities, project delivery strategies, public relations, design and construction oversight and management, control agency liaison, lines of communication and approval, project level budget, project level schedule including SB 1022 milestones and funding, project controls, reporting, systems, procedures, and commissioning. This plan will become a "virtual" look at the entire project development process. The plan will outline all work activities and assignments to establish a clear understanding of the work expectations necessary for good working relationships among all team members and successful delivery of the project.
- Task #2 – Design Review Meetings: An essential part of the tracking process involves conducting regular meetings with the design team. These meetings include:
 - Initial Design kick-off meeting
 - Review of progress of the design efforts
 - Review of each consultant's progress
 - Coordination between and among the various engineering disciplines
 - Making course corrections that effect cost, schedule or quality
 - "Over-the-shoulder" review of budget compliance
 - Checks for compliance of the design efforts with the program and any special requirements
 - Tracking of ongoing issues which may require input from individuals not present in the meeting
- Task #3 – Cost Management from Concept to Completion: Effective cost management begins with the establishment of a realistic budget. The project budget will be developed from our initial cost estimates which will contain sufficient detail to track changes as the design progresses. Throughout the design process Vanir will prepare cost estimates to confirm the design is in line with budget requirements and will recommend changes should they be required to maintain budget. These cost estimates occur at the completion of the following phases of design:
 - 100% Design Development (Full Estimates)
 - 50% Construction Documents (Update Estimates)
 - 95% Construction Documents (Update Estimates)Throughout the entire design process Vanir will be focused on Value Engineering the design. We will be continuously evaluating the impact of the decisions being made by the project team from a cost perspective. This will include not only looking at initial cost but evaluating the overall lifecycle cost. At any time during the design, specific cost estimates can be prepared to evaluate the cost impact of pending decisions, thereby maintaining confidence that the project will bid at or under budget.
- Task #4 – Schedule Management: One of our initial tasks will be to develop a master schedule showing all the summary tasks that are required during the life of the project. This master schedule becomes the major reporting vehicle throughout the life of the project. Detailed task information is added during the various stages of planning, design, and construction. As outlined

in Design Task #1 (Assist the County with State process for SB 1022, Phase III funding), all project timetable milestones pertaining to SB 1022 will be incorporated into the master schedule. Progress of each phase and its activities are monitored continually and reported regularly to the project team. Vanir has developed stringent schedule specifications for inclusion in the contract documents which are tailored to meet the specific needs of California public construction projects. These schedule specifications require the contractor to provide a schedule containing cost loading, manpower loading and sufficient detail to accurately monitor the progress of construction. These requirements form the basis for sound time management as well as cost/budget control during construction and provide the “teeth” to enforce schedule compliance during construction.

- Task #5 – Constructability & Plan Review: Experience has shown that the ability to reduce project costs is much greater early in the life of a project. Much of the opportunity is past once the contract is out for bid. Thus, technical plan review during the design phase is key to a successful project. Our review of the documents is designed to reduce errors, ambiguities, omissions and conflicts prior to bid. Constructability reviews result in contractors using lower bid contingencies due to clearer bid documents, reduced change orders, fewer schedule impacts and are a key to claims avoidance.

Construction Bids and Award Phase Services (~ 4 months)

Receiving competitive, complete and responsive bids is a fundamental requirement for a successful project. At no time during the entire process, from pre-design through occupancy, is our ability as project managers as graphically demonstrated as during the bidding process. Receiving bids from responsible and reliable contractors at a price within the budget is a basic necessity. While it is true that the underlying work to achieve this objective must be accomplished prior to the bid phase, we can make a difference in getting the best bids for you by our efforts during the bid process.

- Task #1 – Bid Solicitation: In conjunction with the County, we will conduct a pre-bid solicitation effort to make contractors and sub-contractors aware of the project and confirm this project on their bid schedules. It has been proven that the competitiveness of a bid effort is directly proportional to the number of participating in the effort. Vanir will work to achieve maximum bid coverage at all levels.
- Task #2 – Bid Process Administration: Vanir’s project manager will be responsible for the administration of the bidding process including bid solicitation, advertising, document control, issuance of addenda, pre-bid conference and assisting the County in the opening and evaluation of bids. Our project manager will work closely with the County in the event of a bid protest.
- Task #3 – Pre-bid Conferences: These conferences are a forum for the project team to impart to the bidders all of the project parameters with emphasis on the unique features and requirements of the project. These parameters normally include information concerning schedule requirements, time/cost control requirements, access and staging requirements, management and administrative requirements, and technical information on the project.
- Task #4 – Bid Opening and Evaluation: All bids will be carefully evaluated for completeness, full responsiveness and price. We will make a formal recommendation to the County, in writing, regarding award of the contract.

Construction Phase Services (~19 months)

Vanir's project manager will be responsible for contract administration and in conjunction with the construction manager will establish and implement the required procedures between the County, the architect and the contractor. Success during the construction phase depends on the establishment and implementation of proper project controls systems along with the establishment of positive working relationships. Vanir will strive to establish trust among all team members and to keep their focus on the overall success of this project. With the participation and approval of the County, Vanir will complete the following tasks:

- Task #1 – Submittal Procedures: Vanir will establish and maintain the formal process for submission and tracking of project documents including submittals, change orders, payment requests, schedule updates and all other contractually required documents.
- Task #2 – Jobsite Meetings: Our construction manager will conduct regular jobsite progress meetings with the contractor and major subcontractors to identify and resolve issues that may impact the progress of the project. We will record, transcribe and distribute minutes to all attendees, the County and all other appropriate parties.
- Task #3 – Quality Assurance: Vanir will work with the County to develop a quality assurance plan for the construction of the project. This plan will define the technical inspection and testing requirements provided by third parties. All technical inspection reports will be in a format approved by Vanir and will be received and distributed by Vanir on a regular basis.
- Task #4 – Construction Observation: Our construction manager will observe the construction effort for the County on a daily basis and report any deviations, defects or deficiencies that are observed in the work. We will work with the contractor and the architect in the timely resolution of identified issues to minimize time and cost impacts.
- Task #5 – Construction Progress Review: On a monthly basis we will review the progress of construction with the contractor, observe work in place, identify properly stored materials and evaluate the percentage complete of each construction activity as indicated in the construction schedule. This will serve as data for input to the monthly update report which will be prepared and distributed to all appropriate parties. This report will reflect the contractor's contractual progress and will be the basis for the monthly progress payment to the contractor.
- Task #6 – Monthly Construction Schedule Updates: Vanir will prepare and distribute monthly construction schedule updates. After an evaluation of the actual progress as observed by Vanir, schedule activities will then be assigned percentage complete values in conjunction with the contractor's progress. A report will be generated to reflect actual progress as compared to schedule progress noting variances. This report will also be the basis for determining implementation of certain County prerogatives concerning progress of the project should they be required.
- Task #7 – Monthly Construction Payment Reports: Vanir will prepare and distribute the monthly construction payment reports which will be an integral function of the monthly schedule report. This report will reflect the total construction contract price, contractor's payment to date, current payment requested, retainage and actual amounts owed for the current period. The final portion of this report will be a certificate of payment which will be executed by Vanir, the architect and the contractor and transmitted to the County for use in payment to the contractors.
- Task #8 – Change Order Processing System: Vanir will establish and implement a change order processing system. All owner requested changes will first be set forth in a document from the architect outlining in detail the change and accompanied by technical drawings and

specifications, if necessary. A request for proposal will be transmitted to the contractor by Vanir and a detailed breakdown of cost and time will be prepared by both the contractor and Vanir prior to negotiation of the change order. Vanir will evaluate the contractor's proposed cost and will make a formal recommendation regarding acceptance of the proposal for a change order.

- Task #9 – Negotiation of Change Order Costs and Time Extensions: Vanir will negotiate change order costs and time extensions on behalf of the County. Vanir will advise the County of acceptability of price and time extension prior to the execution of any change order.
- Task #10 – Claims Avoidance: Claims avoidance has the highest priority at Vanir, and we are proud of our record of performance in this area. Honest parties can have reasonable, justifiable disagreements over construction claims issues and still resolve these matters by maintaining a professional demeanor. Our team believes that disputes should be resolved at the earliest possible time and that they should be resolved fairly. When disputes do arise, our approach is to research the facts around the issue thoroughly, bring all parties involved to the table, discuss the matter and reach resolution. In our efforts to bring amicable resolution to disputes, we have used several alternative dispute resolution procedures such as Dispute Resolution Boards and Mediation.
- Task #11 – Instruction Manuals & Training: Prior to the conclusion of construction we will work with the contractor and subcontractors to obtain all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the project. These will be transmitted to the appropriate County staff for review prior to scheduling operations and maintenance training.
- Task #12 – Record Documents: Vanir will perform coordination and expediting functions in connection with the contractor's obligation to provide "record" documents. Although the transmittal of final record documents takes place at the end of the project it is imperative that this activity be monitored from the beginning of construction to assure accurate documents are available.
- Task #13 – Commissioning: Vanir will ensure that appropriate language is included in the contract documents, indicating the County's intent to have a third party commissioning agent on-site. We will schedule and coordinate the commissioning function, document all activities and results, and provide reports to the County.
- Task #14 – Final Completion: Upon completion of all punch list corrective action, Vanir will make a final comprehensive review of the project and issue a report to the County indicating the work performed is acceptable under the contract and make recommendations as to final payment to the contractor and acceptance of the facility.

Construction Manager

Vanir hereby designates Scott Murphy as the Project's Construction Manager, who, as long as his performance continues to be acceptable to the County, shall remain in charge of the services for the Project from beginning of the program development and design through completion of construction support services provided for in this scope of services. If the designated Construction Manager is unavailable due to extenuating circumstances, Vanir will provide a replacement subject to Kings County's prior written approval.

BIM Services for Design, Construction, and Facility Maintenance

BIM Design Phase Services

- Task #1 – Design Phase Management:
 - Review SB 1022 requirement coordinate written BIM standards for Model development by the Design team as part of their contract.
 - Assist the Design teams in developing a BIM Execution Plan (BEP) for the design effort; an overall information and data management plan that includes assignment of roles and responsibilities for model creation, clash detection and coordination, data integration, and final expected use for the model as a facilities management tool.
 - Conduct periodic reviews of the design team’s model to ensure that required minimum model standards are being included. The reviews will evaluate the conformance to the appropriate Level of Development of the model as defined in the AIA E202 BIM Protocol Exhibit and as outlined in the BIM execution plan. Model reviews shall occur at 100% completion of the Design Development phase and at 50% and 100% completion of Construction Documentation Phase. Reviews will be conducted by reviewing the electronic files submitted by the Design team. We will manipulate and review the model using the appropriate software such as REVIT or Navisworks.
 - The BIM review will be documented in a report that will be provided electronically, and can be printed for record purposes if required. The report may be comprised of several media: annotated BIM Development Matrix, annotated views of the model, database outputs, and/or special software generated outputs, plus written reports as needed.
 - Conduct clash detection model reviews as part of the constructability review process.

Note: Assist the owner in establishing standards and provide owner standard model elements to the design team as required this could be walls, doors, fixtures, equipment, furniture, etc. This can be provided as an extra service if the design team is unable to produce these elements.

BIM Procurement Phase Services

- Task #1 – Manage the availability and distribution of the model from the design team for bidding reference.
- Task #2 – Write a specification section in the bid documents that contains the BIM Requirements which the contractors and subcontractors must use in further developing the design team model(s), and to describe how BIM will be used in the construction and close out phases.
- Task #3 – Establish who will be updating the model during construction (The A&E team or the contractor team).
- Task #4 – Provide BIM requirements and expectations at the pre-bid meeting.
- Task #5 – Evaluate the qualifications, experience and previous success in BIM by the contractor and major subcontractors to achieve the Owner’s BIM objectives.
- Task #6 – Review the project standards with the selected contractors and their major suppliers prior to award of the contract.

BIM Construction Phase Services

- Task #1 – Review the Contractor’s construction BEP (BIM Execution Plan) in collaboration with the subcontractors, outlining the strategy and schedule for utilizing BIM Technology in the

execution of construction-related activities, interaction with the design team, and how data integration will be handled.

- Task #2 – Assist in establishing a File Storage System (BIM share site) to allow regular model uploads for collaboration and to enable it to become the Final As-Built Model on completion of construction.
- Task #3 – Verify that the BIM Model is being properly utilized and updated by conducting periodic reviews of the Model(s) with the subcontractors and their suppliers. Conduct minimum, model updates a 50%, 75%, and 100% completion of Construction Phase. Verify that actual model development and nomenclature follows agreed upon standards and nomenclature as spelled out in the procurement documents.
- Task #4 – Verify that all major trades are modeled and used for clash detection, construction phasing, and installation coordination, and generation of as-built files and data.

Note: Part of the Contractor's basic scope of work as defined in the contract documents will be to further develop and update the model during construction. If the Contractor and/or any of their subcontractors is cannot complete this Phase in the time required by the contract, Vanir can provide the necessary services if requested by the Owner as additional services.

BIM Closeout Phase Services

- Task #1– Develop a Checklist of all required disciplines that are part of the BIM As-Built Model to be turned over to the Owner.
- Task #2– Ensure contract compliance with BIM requirements at closeout including models and PDF documents.
- Task #3– Review the completed As-Built Models and the electronic copies of the O&M 260+deliverables to verify that the Contractor has developed the models to Level 500 as required by the specifications and contract.
- Task #4–Review the models to verify that the objects of the models are properly linked to their respective O&M data sheets.
- Task #5– Deficiencies (if any exist) in the models and O&M deliverables will be reported to the Contractor for correction prior to acceptance by the Owner.
- Task #6 – Once the models and O&M data sheets are approved, the models will be transferred (turned over) to the Owner for the Owners use as required in the contract.

Note: Part of the Contractor's basic scope of work as defined in the contract documents will to provide an updated as built model at the close of construction. If the Contractor and/or any of their subcontractors cannot complete this Phase, or in the time required by the contract, Vanir can provide the necessary services if requested by the Owner as additional services.

Transition Phase Services (Optional Services)

Vanir is aware that transition planning needs to start in early project development and be maintained throughout the life of the project to assure a smooth occupancy of the building. Some of the areas Vanir can assist the County include:

- Task #1 – Move-In Coordination: Preparation of RFPs for moving services and providing on-site personnel to oversee and administer the contract for moving.
- Task #2 – Scheduling and Coordinating Start-Up and Transition Activities: Vanir will coordinate and schedule all testing of equipment and will assist the County with coordination of the move-in process.
- Task #3 – Occupancy Plan/Schedule: Vanir will prepare an occupancy plan and schedule for relocation of furniture, equipment and personnel.
- Task #4 – Policy and Procedures: A manual will be prepared with the assistance of the County staff outlining all state and federal rules for operation of the facility.
- Task #5 – Procurement of FF&E: Vanir will develop an inventory of the furniture, fixtures and equipment needed to carry out the operation of the detention facility and assist in the procurement as required by the County.
- Task #6 – Systems Training: Training will be incorporated into the contract documents for maintenance operations and custody staff. We will assist in the training for the opening of a new institution.

BIM Facilities Management Program (MBFIS) (Optional Services)

- Delivery of a Model based facilities management system (Estimated equipment and software costs = \$10,000):
 - Vanir will utilize the transferred As-Built Models into third party Model-based Facility Information System (MBFIS selected by owner, for utilization by the Owner to simplify their daily operation and maintenance process. The MBFIS, or other software program selected by owner, will consist of two basic elements: an SQL database and a 3D graphic user interface. The system will run on a local computer (Microsoft PC) or on the Owner's main server.
 - Vanir will provide upload information to one PC that is owned by the Owner with the MBFIS software fully licensed and installed. *Additional PC and software licenses can be provided at additional cost.*
 - Vanir will provide one (1) six hour training sessions for Owner staff who will be utilizing the MBFIS. *Additional training sessions can be provided at additional cost.*

FEE PROPOSAL: Project Cost/Timeline

Project/Construction Mgmt. Phase Services	Fees*	% of Total Project Cost \$21,052,631	***Schedule Durations (including BSCC reviews)/Comments
Pre-Design Phase Task No. 1: Reimbursable Expenses Subtotal	\$13,000 \$0 \$13,000		~ 2 Months
Design Phase Task Nos. 1 - 5 : BIM Design Phase Services Task Nos. 1 - 3: Reimbursable Expenses Subtotal	\$136,160 \$750 \$2,500 \$139,410	0.72%	17 Months
Bid & Award Phase Task Nos. 1 - 4: BIM Procurement Phase Services Task Nos. 1 - 6: Reimbursable Expenses Subtotal	\$15,090 \$4,200 \$500 \$19,790	0.07%	4 Months
Construction Phase Task Nos. 1 - 14: BIM Construction Phase Services Task Nos. 1 - 4: BIM Closeout Phase Services Task Nos. 1 - 6: Reimbursable Expenses Subtotal	\$668,205 \$10,200 \$9,800 \$8,000 \$696,205	3.21%	19 Months
BIM Services for Design, Construction, and Facility Maintenance: BIM Design Phase Services Task Nos. 1 - 3: BIM Procurement Phase Services Task Nos. 1 - 6: BIM Construction Phase Services Task Nos. 1 - 4: BIM Closeout Phase Services Task Nos. 1 - 6: Subtotal		0.17%	<i>Facility Planning/ Programming - Design</i> <i>Facility Planning/ Programming - Const.</i>
			<i>Costs shown above in each phase</i>
Total	\$868,405	4.12%	
**OPTIONAL SERVICES:			
Transition Phase Task Nos. 1 - 6: Subtotal	\$50,000	0.19%	2 Months
BIM Facilities Management Program (MBFIS): Subtotal	\$35,000	0.17%	

*Fees include services needed to support expansion of the jail (Phase III aka SB 1022).

**Services noted as Optional are not included in the fee Total.

*** The above fees are based on the above identified durations.

Kings County Jail Phase III (SB 1022) Scope and Fees
March 27, 2014

We look forward to continuing our relationship with Kings County and a successful SB 1022 jail expansion project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mohamed Habbal', written in a cursive style.

Mohamed Habbal
Vice President/Area Manager
Vanir Construction Management, Inc.

Cc: Steve Whitehead, Regional Manager, Vanir CM
Jerry Avalos, Project Director, Vanir CM

(Construction Management and Other Services re Kings County Jail, Phase III)

EXHIBIT C

Additional Services – Hourly Rates*

Principal-in-Charge	\$200/hr
Project Director	\$180/hr
Project Manager	\$170/hr
Construction Manager	\$170/hr
BIM Manager	\$165/hr
Assistant Project Manager	\$130/hr
Cost Estimator	\$150/hr
Scheduler	\$150/hr
Administrative Assistant	\$50/hr

*These rates are subject to yearly adjustment per the consumer price index.

EXHIBIT D
COUNTY OF KINGS
REQUEST OF AUTHORIZATION
For
ADDITIONAL SERVICES

Project: _____

Project No.: _____

Architect/Engineer: _____

Agreement No: _____

Request No: _____

Date: _____

DESCRIPTION:

COST ESTIMATE:

Contract Cost:

Original Budget: _____

Prior Requests: _____

This Request: _____

TOTAL: _____

Contract Time:

Original Completion: _____

Prior Changes (days): _____

This Change (days): _____

New Completion Date: _____

ACCEPTANCES:

County:

Consultant:

By: _____

By: _____

Date: _____

Day: _____