



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 require a modification or accommodation to participate in this meeting, including agenda or other materials in an alternative format, please contact the Board of Supervisors Office at (559) 852-2362 (California Relay 711) by 3:00 p.m. on the Friday prior to this meeting. The Clerk of the Board will provide assistive listening devices upon request.

Agenda December 12, 2017

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

Chairman:	Craig Pedersen (District 4)	Staff:	Larry Spikes, County Administrative Officer
Vice Chairman:	Richard Valle (District 2)		Juliana Gmur, Assistant County Counsel
Board Members:	Joe Neves (District 1)		Catherine Venturella, Clerk of the Board
	Doug Verboon (District 3)		
	Richard Fagundes (District 5)		

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

- I 9:00 AM** CALL TO ORDER
ROLL CALL – Clerk of the Board
INVOCATION – Robert Needham – New Hope Orthodox Presbyterian Church
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** 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: December 5, 2017**
- B. Behavioral Health Department:**
Consider authorizing the Chairman to sign an Agreement with the Kings County Commission on Aging for the Senior Access for Engagement Program effective July 1, 2017 through June 30, 2018.
- C. Child Support Services:**
Consider authorizing out of state travel for Barbi Brokhoff, Director of Child Support Services, to attend the 2018 National Child Support Enforcement Association Policy Forum and Training conference in Washington, D.C. from February 14-17, 2018.
- D. Information Technology Services:**
Consider approving the purchase of a four wheel drive F250 with climate controlled pet compartment from Keller Ford in an amount not to exceed \$68,000 for replacement of an Animal Services vehicle and authorizing the Purchasing Manager to sign the purchase order.

CONSENT CALENDAR CONTINUED

E. Public Works Department:

1. Consider accepting dedication for In-Lieu Parcel Map No. 17-03 (Henry H. Douma and Georgia Douma, Dou L. Bare and Barbara Douma Bare, trustees of the Don. L. Bare and Barbara Douma Bare Trust, Steven L. Froberg and Marjorie D. Froberg, Co-Trustees of the Steven and Marjorie D. Froberg Trust, Henry H. Douma and Georgia Douma as trustees of the Henry and Georgia Douma trust) into the County Maintained Mileage; and authorizing the Clerk of the Board to sign the acceptance on the map.
2. Consider authorizing the Public Works Director to sign the Consultant Services Agreement with Mark Thomas & Company, Inc. to prepare the countywide Systemic Safety Analysis Report.
3. Consider authorizing the Public Works Director to sign an Agreement with Tulare County for the performance of services as County Surveyor.

F. Administration:

Consider authorizing the Chairman to sign the First Amendment to Joint Exercise of Powers Agreement relating to the California Public Finance Authority, clarifying certain reports are to be made to charter members only.

IV

REGULAR AGENDA ITEMS

9:10 AM A. Department of Finance – Rebecca Valenzuela/Anthony Loza

1. Consider adopting a Resolution delegating investment authority to the Director of Finance.
2. Consider approving the “Request to sell Tax Defaulted Property subject to the Power of Sale” at a public internet auction and the “Authorization and Report of Sales” which lists the properties and authorizing the Tax Collector to reduce the minimum bid price if no bids are received and approving the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with notification to interested parties.
3. Consider approving the Director of Finance’s 2018 Statement of Investment Policy.

9:20 AM B. Fire Department – Clay Smith/Matthew Boyett

Consider adopting a Resolution authorizing the Chairman and Fire Chief to sign the Lease Purchase Agreement and all supporting documents with Government Capital Corporation for financing three new fire patrol trucks.

9:25 AM C. Public Works Department – Kevin McAlister/Dominic Tyburski

1. Consider authorizing the Chairman to sign the construction Agreement with Bush Engineering, Inc. as the sole bidder for the Kansas Avenue and BNSF at-grade rail crossing intersection enhancements and authorizing the Public Works Director to approve additional costs up to 10% of the Agreement amount.
2. Consider adopting a Resolution authorizing the installation of a multi-way (all-way) stop at the intersection of 15th Avenue and Lacey Boulevard.

9:30 AM D. Administration – Larry Spikes/Rebecca Campbell

Consider authorizing out of state travel for Supervisor(s), Rebecca Campbell and Colleen Carlson to attend the National Association of Counties Legislative Conference and represent Kings County in Capitol Hill visits in Washington D.C. from March 3-7, 2018 including travel time.

V 9:35 AM E. 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

VI F. CLOSED SESSION

- **Conference with Legal Counsel:** *1 case* [Govt. Code Section 54956.9(d)(2)]
- **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
Negotiator: Larry Spikes
 - ◆ **Firefighters' Association**

VII 10:00 AM G. PUBLIC HEARING

Administration – Larry Spikes/Rebecca Campbell

California Public Finance Authority – Caitlin Lanctot

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing or refinancing working capital for operations of the Corporation for Verity Health System of California, Inc.

VIII H. ADJOURNMENT

The next regularly scheduled meeting is scheduled for December 19, 2017, at 9:00 a.m. **The December 26, 2017 meeting has been canceled and the January 2, 2018 meeting has been canceled. The first regularly scheduled Board meeting in 2018 will be held on Tuesday, January 9, 2018.**

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

FUTURE MEETINGS AND EVENTS

December 19	9:00 AM	Regular Meeting
December 19	11:00 AM	California Public Finance Authority Regular Meeting
December 22 (noon)-January 1		County offices closed in observance of Christmas & New Year's/Holiday closure
December 26	--	Regular meeting cancelled due to Holiday closure

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



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Action Summary

December 5, 2017

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

Chairman:	Craig Pedersen	(District 4)	Staff:	Larry Spikes, County Administrative Officer
Vice Chairman:	Richard Valle	(District 2)		Juliana Gmur, Assistant County Counsel
Board Members:	Joe Neves	(District 1)		Catherine Venturella, Clerk of the Board
	Doug Verboon	(District 3)		
	Richard Fagundes	(District 5)		

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

I B 1

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Robert Needham – New Hope Orthodox Presbyterian Church

PLEDGE OF ALLEGIANCE

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.

Aaron Sawyer, SEIU member and In Home Supportive Services worker asked the Board to consider increasing the wages for workers to help them to keep taking care of clients.

Rachelle Munson, SEIU member and IHSS worker asked the Board to consider an increase to livable wages for caregivers.

Supervisor Valle shared a video on Operation Gobble 2017 and thanked the sponsors, staff and volunteers who help to make everything possible.

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: November 21, 2017. ITEM REMOVED FROM CONSENT CALENDAR. ACTION: APPROVED AS PRESENTED (DV/RF/JN/CP-Aye, RV-Abstain)

CONSENT CALENDAR CONTINUED

B. Behavioral Health Department:

1. Consider authorizing the Chairman to sign the Mental Health Services and Substance Use Disorder Programs Agreement with Kings View Counseling Services effective July 1, 2017 through June 30, 2018. [Agmt 17-114]
2. Consider authorizing the Chairman to sign an Agreement with Kings Community Action Organization for domestic violence survivors at the Barbara Seville Women's Shelter effective July 1, 2017 through June 30, 2018. [Agmt 17-115]
3. Consider authorizing the Chairman to sign an Agreement with Kings County Commission on Aging for the Respite Care Services program effective July 1, 2017 through June 30, 2018. [Agmt 17-116]

C. Sheriff's Office:

Consider authorizing the Chairman to sign an Agreement with Inmate Calling Solutions, LLC for inmate calling and video services. [Agmt 17-118]

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

IV

REGULAR AGENDA ITEMS

B 4

A. Community Development Agency – Greg Gatzka

Monthly report of the Planning Commission's actions from their December 4, 2017 meeting.

INFORMATION ONLY - NOA

B 5

B. Behavioral Health Department – Lisa Lewis/Cristobal Hernandez

Consider authorizing the Chairman to sign the Agreement with Aspiranet for Wraparound Full Service Partnership services for children in Kings County effective October 1, 2017 to June 30, 2020. [Agmt 17-117]

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

B 6

C. Fire Department – Clay Smith/Matthew Boyett

1. Consider authorizing the Chairman to sign the Agreement for fire services with the City of Avenal and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required) [Agmt 17-112]

ACTION: AMENDED AGENDA ITEMS #C.1. & #C.2 TO REFLECT THE AGREEMENT AS THE FIRST ORDER OF BUSINESS WHICH DOES NOT REQUIRE A 4/5 VOTE (RV/DV/JN/RF/CP-Aye)

ACTION: AMENDED AGENDA ITEMS #C.1. & #C.2 TO REFLECT THE BUDGET APPROPRIATION AND TRANSFER FORM WHICH REQUIRES A 4/5 VOTE (RV/DV/JN/RF/CP-Aye)

ACTION: APPROVED THE AGREEMENT WITH THE CITY OF AVENAL (RV/DV/JN/RF-Aye, CP-No)

ACTION: APPROVED THE BUDGET APPROPRIATION AND TRANSFER FORM (4/5 VOTE REQUIRED) (RV/DV/JN/RF-Aye, CP-No)

2. Consider authorizing the Chairman to sign the Agreement for fire services with the City of Corcoran and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required) [Agmt 17-113]

ACTION: APPROVED THE AGREEMENT WITH THE CITY OF CORCORAN (RV/DV/JN/RF-Aye, CP-No)

ACTION: APPROVED THE BUDGET APPROPRIATION AND TRANSFER FORM (4/5 VOTE REQUIRED) (RV/DV/JN/RF-Aye, CP-No)

3. Consider authorizing the Chairman and Fire Chief to sign the four year lease purchase Agreement with the Government Capital Corporation for financing of new fire patrol vehicles.

ITEM PULLED

B 7

D. Administration – Larry Spikes/Domingo Cruz

Consider adopting and waiving the second reading of Ordinance Number 520.19, the Master Fee Ordinance, including the Master Fee Schedule, effective February 5, 2018. [Ord 520.19]

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

V B 11

E. 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 Verboon stated that he attended the California State Association of Counties (CSAC) annual conference in Sacramento on November 27, 2017 to December 1, 2017 and stated that he attended an event at Kelly Slater Surf Ranch in Lemoore to accept a donation in the amount of \$12,500 for the County and presented the big check to the Board.

Supervisor Valle stated that he attended the CSAC annual conference and the Latino Caucus conference on November 27-29, 2017 in Sacramento.

Supervisors Fagundes stated that he attended the Kings Community Action Organization meeting and participated in the Lemoore Christmas parade.

Supervisor Neves stated that he attended the Behavioral Health Advisory committee on November 27, 2017, attended the Kings Waste & Recycling Authority meeting on November 29, 2017 and attended the Kings Partnership for Prevention event on November 30, 2017.

Supervisor Pedersen stated that he attended the CSAC annual conference in Sacramento on November 27, 2017 to December 1, 2017.

- ◆ Board Correspondence: None
- ◆ Upcoming Events: Larry Spikes stated that the Kings County Sheriff S.W.A.T. team will be assisting the Central Valley Regional S.W.A.T. team with their 8th annual “Stuff the SWAT Truck” toy drive on Saturday, December 9, 2017 at the Target Shopping Center from 9:00 a.m. to 1:00 p.m. He stated that the Board received an invitation to the “Kids in the Cabinet & Beyond” event at Koinonia Church on March 8, 2018 from 9:00 a.m. to 2:00 p.m.
- ◆ Information on Future Agenda Items: Larry Spikes stated that the following items would be on a future agenda: Administration will have two items: a travel request for staff and Board members to attend the National Association of Counties (NACo) annual conference in Washington, D.C. and an authorization to accept the donation from Kelly Slater Surf Ranch in the amount of \$12,500, Department of Finance will have three items: a resolution of Delegation of Investment Authority, the 2018 Statement of Investment Policy and a request to sell tax defaulted properties at public internet auction, Public Works will have four items: installation of multi-way (all-way) stop signs at the intersection of 15th and Lacey Boulevards, Kansas Avenue & BNSF at-grade rail crossing intersection enhancements, systemic safety analysis report and an agreement with Tulare County to provide County Engineer services.

VI B 8

F. PUBLIC HEARING

Community Development Agency – Greg Gatzka/Dan Kassik

Conduct a public hearing to accept comments regarding the County’s 2013 Community Development Block Grant accomplishments and consider authorizing the Community Development Agency Director to sign and submit the documents required to closeout the grant to the Department of Housing Community Development.

Supervisor Pedersen opened the public hearing, no testimony was received and the public hearing was closed.

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

B 9

G. PUBLIC HEARING

Administration – Larry Spikes

California Public Finance Authority – Caitlin Lanctot

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing or refinancing the acquisition, renovation, construction, furnishing, equipping and improvement of real property for Sharp Health Care. [Reso 17-078]

Supervisor Pedersen opened the public hearing, no testimony was received and the public hearing was closed.

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

B 10

H. PUBLIC HEARING

Administration – Larry Spikes

California Public Finance Authority – Caitlin Lanctot

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing or refinancing capital improvements to certain facilities to benefit The Branson School. [Reso 17-079]

Supervisor Pedersen opened the public hearing, no testimony was received and the public hearing was closed.

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

VII B 12

I. CLOSED SESSION

- **Deciding to initiate litigation. 1 case** [Govt. Code Section 54956.9(d)(4)]
- **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
 Negotiator: Larry Spikes

◆ **Firefighters' Association – ITEM WAS PULLED**

REPORT OUT: Julianna Gmur, Assistant County Counsel stated that the Board took no reportable action in closed session.

VIII

J. ADJOURNMENT

The next regularly scheduled meeting is scheduled for December 12, 2017, at 9:00 a.m.

IX 11:00 AM

K. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING

X 11:30 AM

L. IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY - SPECIAL MEETING

XI 1:30 PM

M. HOUSING AUTHORITY BOARD OF COMMISSIONERS SPECIAL MEETING

FUTURE MEETINGS AND EVENTS

December 12	9:00 AM	Regular Meeting
December 19	9:00 AM	Regular Meeting
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 12, 2017

SUBMITTED BY: Behavioral Health –Lisa Lewis/Katie Arnst

SUBJECT: AGREEMENT WITH KINGS COUNTY COMMISSION ON AGING FOR SENIOR ACCESS FOR ENGAGEMENT PROGRAM SERVICES

SUMMARY:

Overview:

Behavioral Health is seeking to renew an agreement with the Kings County Commission on Aging for provision of the Senior Access for Engagement (SAFE) Program.

Recommendation:

Authorize the Chairman of the Board to sign the Agreement with Kings County Commission on Aging for the Senior Access for Engagement Program effective July 1, 2017 through June 30, 2018.

Fiscal Impact:

There will be no additional cost to the County General Fund. This is a one year agreement beginning July 1, 2017 through June 30, 2018 in the amount of \$242,200. Revenues and expenditures are found in Fiscal Year 2017/2018 Budget Unit #422200 titled Mental Health Services Act.

BACKGROUND:

Behavioral Health has contracted with the Kings County Commission on Aging for provision of the SAFE Program for nearly a decade. SAFE is an outreach and engagement program for isolated older adults ages 60 and older. SAFE brings services and referrals with an emphasis on promoting wellness and independence to older adults in the home, at senior centers, nursing homes, assisted living facilities, and other events targeted at older adults. Services include screening for depression, home visits, educational classes, and connection to community activities such as gardening.

The Agreement has been reviewed and approved by County Counsel and a copy is on file with the Clerk to the Board.

BOARD ACTION :

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

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

COUNTY OF KINGS

AGREEMENT FOR SERVICES BETWEEN THE COUNTY OF KINGS AND KINGS COUNTY COMMISSION ON AGING

THIS AGREEMENT is made and entered into as of the July 1, 2017, by and between the County of Kings, through its Behavioral Health Department a political subdivision of the State of California (hereinafter "County") and Kings County Commission on Aging, a California non-profit corporation (hereinafter "Contractor").

RECITALS

WHEREAS, County requires the Contractor to provide Senior Access for Engagement (SAFE) outreach and referral services according to the Mental Health Services Act (MHSA) plan; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

A. Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in the Scope of Work set forth in **Exhibit A**, Budget **Exhibit B**, Kings County ADA Grievance Procedures **Exhibit C**, the Assurances and Certifications **Exhibit D**, Branding policy in **Exhibit E**, and HIPAA policy set forth in **Exhibit F** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

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

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except that as

set forth in **Exhibit B**. Payment for service provided under this Agreement is limited to the maximum amount of **\$242,200 in Fiscal Year 2017/2018**. County shall not be liable to the Contractor for any amount in excess of the maximum amount. If the Statewide MHSA funding is reduced or discontinued by the State, compensation under this Agreement shall be terminated or reduced accordingly as set forth in the State Contract. County's obligation to make payments under this Agreement is contingent on the State making allocation for funding under the MHSA Plan to the County, and the State delivering the allocated funds under the State Contract to the County .

4. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method. Contractor shall be reimbursed on a monthly basis, no later than fifteen (15) business days following receipt of a written monthly invoice to the County. Monthly invoices shall be emailed to the County no later than fifteen (15) business days after the service month. Said invoice shall indicate the services pursuant to the Scope of Work (Exhibit A). Contractor shall not be reimbursed for any services beyond the allocated monthly amount as reflected on each invoice. Contractor shall submit a final invoice within twenty (20) days after the termination of this Agreement. Contractor must obtain written approval from County for any budget line item variance greater than twenty-five percent (25%) within the approved budget (Exhibit B).

5. TERM

This agreement shall take effect at the date first written above and shall terminate on June 30, 2018. This Agreement may be extended pursuant to section 10.

6. BRANDING

Contractor shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press release regarding this agreement contain the language and logo of County, in accordance with Kings County Behavioral Health branding policy Exhibit E.

7. TIME

Time for performance of this Agreement is of the essence.

8. TIME OF PERFORMANCE

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

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

9. RECORDS AND INSPECTIONS.

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

10. AMENDMENTS

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

11. TERMINATION

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

- A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination.

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

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

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

- D. Payment Not to be Construed as Waiver of Breach or Default. In no event shall any payment by County hereunder constitute a waiver by County of any breach of this Agreement or any default which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to County with respect to the breach or default.

12. INSURANCE

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

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

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

The County will accept a claims made policy under the following circumstances: any retroactive date must be shown and must be dated before the commencement of this Agreement, the policy must be kept in full force and effect or Contractor

may provide tail coverage or extended reporting coverage with a retroactive dates to cover any time gaps for five (5) years after the termination of this Agreement or any extension of this Agreement.

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

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

13. INDEMNIFICATION

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

B. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

15. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

16. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information. Contractor shall execute and comply with Exhibit F, a Business Associate Agreement under HIPAA.

17. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. DRUG FREE WORKPLACE

Contractor warrants that it is knowledgeable of Government Code section 8350 *et seq.* regarding a drug free workplace and shall abide by and implement its statutory requirements.

19. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

20. NONDISCRIMINATION

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

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

21. ADA COMPLIANCE

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

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

22. SUBCONTRACTORS

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

23. ASSIGNMENT

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

24. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

25. NOTICE

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

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

CONTRACTOR:
KINGS COUNTY COMMISSION
ON AGING
680 N CAMPUS DRIVE, SUITE D
HANFORD, CA 93230

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

26. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new agreement following expiration or termination of this Agreement. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. CHOICE OF LAW

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

28. SEVERABILITY

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

29. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 9 Records and Inspections, for claims made policies Section 10 Insurance, Section 13 Indemnification, and Section 14 Confidentiality.

30. TITLES TO BE DISREGARDED

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. NO THIRD PARTY BENEFICIARIES.

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

32. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

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

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

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

33. AUTHORITY

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

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

COUNTY OF KINGS

KINGS COUNTY COMMISSION
ON AGING

By: _____
Craig Pedersen, Chairman

By: Bobbie Wartson
Bobbie Wartson, Executive Director

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

By: _____

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Budget

Exhibit C: Kings County ADA Grievance Procedures

Exhibit D: Assurances and Certifications

Exhibit E: Branding

Exhibit F: HIPAA

KINGS COUNTY BEHAVIORAL HEALTH
Mental Health Services Act (MHSA) Program

KINGS COUNTY COMMISSION ON AGING
SENIOR ACCESS FOR ENGAGEMENT (SAFE) OUTREACH & REFERRAL SERVICES

SCOPE OF WORK
July 1, 2017 – June 30, 2018

CONTRACTOR shall provide SAFE program services for the older adult population in the locations of the Armona Senior Center, Hanford Commission on Aging Office, and outlying regions of the county as determined by Behavioral Health Department and agreed upon by both parties through the following activities, individual sessions, and coordination of groups and events:

- a. CONTRACTOR shall develop and implement all case management protocols and procedures (including written consent/release of information) necessary to implement the requirements of the MHSA SAFE Program.
- b. CONTRACTOR shall promote active involvement within the older adult population by providing Outreach and Engagement services that meet their specific needs and provide documentation of reaching a minimum of 200 unduplicated participants. Services shall include:
 1. CONTRACTOR shall provide outreach and engagement services including but not limited to nutritional services that include psycho-education classes, visitation, referrals, outreach material distribution, support groups or visiting circles. Topics to be covered include information about caregiver support, depression, and self-care.
 2. CONTRACTOR shall intervene and assess the immediate needs of Older Adults thought to be suffering from serious mental illness; linking them and their families to program services. Individuals thought to be suffering from mental illness shall be referred to Kings County Behavioral Health.
 3. CONTRACTOR shall develop family, caregiver and community outreach with healthy and non-isolative activities that are conducive to healing, understanding grief and loss, behavior modification, individual empowerment, consumer, family member, and caregiver's wellness.
 4. CONTRACTOR shall utilize programs such as Meals on Wheels and Kings County Gleaners to access and make contact with isolated seniors at their homes.
 5. CONTRACTOR shall provide gardening activities and space at the Greenfield community garden for isolated seniors with limited resources in this area.
- c. CONTRACTOR shall coordinate with County agencies and community partners to establish and maintain services which will ensure a seamless continuity of treatment services, monitoring and reporting.

- d. CONTRACTOR shall implement and utilize a screening/assessment tool such as the Beck Hopelessness Scale in order to assess individuals for hopelessness and depression. Individuals thought to be suffering from mental illness shall be referred to Kings County Behavioral Health. Referral services shall include engaging Behavioral Health for an assessment, intervention, or on-going counseling. Referral may also include the assignment of a Recovery Support Coordinator from Behavioral Health to assist in a wellness plan with a consumer.
- e. CONTRACTOR shall track all contacts, outreach, cases opened and closed, demographics of individuals served, and activities associated with the funding from Behavioral Health to implement the SAFE Program.
- f. CONTRACTOR shall develop, encourage, coordinate, participate, and/or lead outcome activities that relate specifically to change in attitudes, perceptions, and level of risk in senior citizens who receive services.
- g. CONTRACTOR shall document and report all participant demographical info including age, gender, race, primary language, veteran status, sexual orientation, and any disabilities. Additionally note if existing or new participant, etc. and report on a quarterly bases to Behavioral Health.
- h. CONTRACTOR shall fully cooperate with all required reporting requested. The CONTRACTOR shall provide the County and State with such information and reports as they shall require, including information necessary to prepare the following if needed, and/or requested:
 - 1. Monthly and annual monitoring program reports.
 - 2. Fiscal reports required by County and State.
 - 3. Monthly Invoices for expenditures incurred with activity report for the program.
 - 4. Other data or cost reports as requested by County.

**KINGS COUNTY COMMISSION ON AGING
SAFE PROGRAM
July 1, 2017 - June 30, 2018**

BUDGET	
Personnel	
Gross Wages (Director, Admin Assist, Social Worker, Garden Aide)	133,643.00
Taxes/Fringe Benefits	38,600.00
Total Payroll Expenses	172,243.00
Other Costs	
Employee Travel & Training	4,500.00
Building Space/Rental Space	600.00
Advertising/Brochures	3,700.00
Car Expenses/Fuel	1,810.00
Communication	2,500.00
Insurance	7,080.00
Maintenance/Repairs	1,750.00
Membership, Subscps & Pubcns	350.00
Postage	1,500.00
Printing	2,000.00
Behavioral Health - Armona	31,663.00
Sub-Contractors	
Professional & Legal Services	2,200.00
Utilities	2,250.00
Supplies	4,354.00
Vol. Personnel Expenses	1,000.00
Volunteer Travel	1,000.00
Evaluations	1,200.00
Volunteer Recognition	500.00
Total Other Costs	69,957.00
Total Operating Expenses	242,200.00

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

ASSURANCES AND CERTIFICATIONS

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

A. Contractor certifies and agrees that:

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

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

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

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

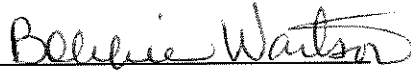
Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule"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

Drug-Free Workplace Government Code Section 8355

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

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

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

BY: 
Bobbie Watson
Executive Director, Kings County
Commission on Aging

Behavioral Health County of Kings Branding Policy

Created August, 2009

Overview

Behavioral Health (BH) is a department within Kings County and serves as the funder, coordinator, and administrator of mental health services and alcohol and other drug services in Kings County.

The Mission of BH is to promote, support, and invest in the wellness and recovery of individuals living in the communities of Kings County. To achieve this end, BH contracts with a number of community based providers, organizations, and agencies to provide a variety of services that range from prevention, family support groups, mental health crisis response, addiction treatment, etc. In addition, BH funds a number of local programs, initiatives, and activities to also promote, support, and invest in the wellness of individuals in residing within the County.

Purpose

The services funded by BH are almost entirely funded with public dollars earmarked to provide specific services. As such, BH deems it necessary to demonstrate to the public how it: 1) utilizes those public funds; 2) exhibits the types of projects, programs, and services it is funding; and 3) generate public awareness of the collaboration between various programs in the County and the BH.

This awareness is conducted through the Branding Policy developed by BH. This Branding policy includes the following stipulations:

- Contractors, Grantors, and Providers shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press releases regarding any program funded directly or in part by BH contain the language that reflects that services are funded by Kings County Behavioral Health.
- All written materials, including, but not limited to flyers, brochures, and/or other written material must contain the BH logo. This applies to any and all electronic materials as well as websites, on-line advertising, and social networking sites, etc.
- The BH Logo must appear in its original color (Black and Purple) and format, unless the entire document is going to be in grayscale or black and white. In such instance, the logo may appear in such a manner as to be uniform with the document.
- Whenever possible BH wants and the logo to appear on materials in addition to the required funding language.
- The language for the branding must be written in the following format statement: “(name of organization) (type of) services funded by Kings County Behavioral Health.”
- BH reserves the right to review materials for public use that has the branding language and logo should that service be funded by BH. Should material

containing BH language and logo, or services funded, are used in a manner that is deemed offensive, discriminatory, political, or in violation of any County wide policies, BH has a right to demand the revision of the materials or services to eliminate any identified concerns. BH reserves the right to approve the use of materials utilizing the BH Brand should the need arise.

- BH will not allow its brand to be associated with any services, program, action, that may be perceived by the public to be damaging to the County or any of its agencies, or contrary to the mission of BH.

Benefits

The branding policy ensures that BH and Kings County are afforded the appropriate recognition for its funding of and/or support of publicly available programs. The Branding policy also provides assurances for BH that its name, logo, and funding are not used in manner that may be damaging to the public or the County.

The Branding policy also works to provide the partnering agencies with a direct collaborative connection to BH and demonstrate to the public the joint effort to seeking the overall wellness of the people and communities of Kings County.

BH is available to address any concerns or issues not covered in this policy on a case by case bases.

HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

E. As set forth in this Agreement, Contractor **Kings County Commission on Aging** is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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

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

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

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

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

2) **Provision of wrap around ("WRAP") Program Services.** Use and disclose PHI to provide WRAP program services to County. WRAP program services means the provision of services to children/youth and families, including individuals who are members of a class of children covered by Katie A. v Bonta (Katie A) settlement based on the Multidimensional Treatment Foster Care model and as further defined in the Scope of Work, which is attached as Exhibit A to the Agreement who are consumers serviced through Business Associate.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving

written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County Administrative Office
County of Kings
1400 W. Lacey Blvd.
Hanford, CA 93230

and

Kings County Behavioral Health
460 Kings County Drive, No. 101
Hanford, CA 93230

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

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

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

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

IV. **Obligations of County.**

County agrees to:

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

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

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45

CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

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

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

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

VII. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

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

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines

installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

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

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

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

II. **System Security Controls.**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

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

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 12, 2017

SUBMITTED BY: Child Support Services – Barbi Brokhoff

SUBJECT: OUT OF STATE TRAVEL REQUEST

SUMMARY:

Overview:

The National Child Support Enforcement Association, (NCSEA), is a nonprofit membership organization representing the child support community. NCSEA's mission is to promote the well-being of children through professional development of its membership, advocacy, and public awareness. NCSEA is sponsoring a 2018 Policy Forum and Training Conference in Washington, D.C. on February 14, 2018 through February 17, 2018.

Recommendation:

Authorize out of state travel for Barbi Brokhoff, Director of Child Support Services, to attend the 2018 National Child Support Enforcement Association Policy Forum and Training Conference in Washington, D.C., from February 14 through February 17, 2018.

Fiscal Impact:

The cost of this travel is estimated to be \$2,500, and is budgeted in the Department's FY 2017/2018 budget. Funds expended for Kings County Department of Child Support Services are 100 percent state and federally funded resulting in a net zero cost to the County.

BACKGROUND:

As child support professionals, we strive to provide the best possible service to the children and families of Kings County. It is through continued education and training that we will be able to expand and improve upon our programs. As we move into 2018, the NCSEA Policy Forum and Training Conference will address issues regarding many changes that the child support system is facing.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

OUT OF STATE TRAVEL REQUEST

December 12, 2017

Page 2 of 2

The 2018 NCSEA Policy Forum will continue to focus attention on the changing family demographics and many other subjects critical to the future of the child support program. Workshop presentations from experts in child support and human services will identify the key policy issues that the child support program is facing. The 2018 Policy Forum is vital for child support professionals committed to making a positive impact on the child support program.

Staff respectfully requests that your Board approve out of state travel for Barbi Brokhoff to attend the 2018 NCSEA Policy Forum.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM
December 12, 2017

SUBMITTED BY: Information Technology Department- John Devlin/ Dan Willhite
SUBJECT: AWARD BID FOR ANIMAL SERVICES PICK UP WITH CUSTOM BODY

SUMMARY:

Overview:

Your Board approved, in the FY17/18 budget year, the purchase of a replacement animal services vehicle. The Purchasing Manager requests your Boards approval to award the lowest responsible bidder.

Recommendation:

- 1) Approve the recommendation to award Keller Ford the purchase of a four wheel drive F250 with a climate controlled pet compartment, not to exceed \$68,000; and
- 2) Authorize the Purchasing Manager to sign the Purchase Order.

Fiscal Impact:

The funding for this purchase is included in Fleet 17/18 fiscal year budget 227700/82440048.

BACKGROUND:

The Fleet and Purchasing Divisions worked together to solicit bids for the purchase of these vehicles from local and out of area dealers. Specifications call for a 3/4-ton pickup with a custom truck body to house animals during field patrols. The body will have air-conditioned compartments to keep the animals out of danger of heat exposure. One response was received and is within the budget estimate. A poll of those that did not respond to the solicitation unanimously cited timing (holidays) as the primary reason for not responding.

BOARD ACTION :

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

I hereby certify that the above order was passed and adopted

on _____, 2017.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

**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: 2018-30 FORD TRUCK AND TRANSPORT BODY
Return Quote by: WEDNESDAY DECEMBER 6, 2017 AT/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>90-160</u> days		FOB point shall be destination unless otherwise specified. <u>HANFORD YARD</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	1	EA	NEW AND UNUSED 2018 FORD SUPER DUTY F-250 SRW (X2B) XL 4WD SUPER CAB WITH 8' DIAMOND AMIMAL TRANSPORT BODY - PER ATTACHED SPECIFICATIONS. NO SUBSTITUTIONS ON THE DIAMOND TRANSPORT BODY. DELIVERY TO FLEET SHOP 11827 11TH AVE. HANFORD CA. ALL CHARGES TO BE INVOICED MUST APPEAR ON THIS BID FORM OR AN ATTACHED SHEET OR SHALL NOT BE ALLOWED.	AS SPECIFIED	62,718.84	62,718.84
				TIRE TAX	8.75	8.75
			SUB TOTAL			
			SALES TAX AT 7.25%			4,547.12
			DELIVERY CHARGE			0
			LUMP SUM TOTAL			67,274.71
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 12-5-17

Name of Firm KELLER FORD

Mailing Address 1073 W CADILLAC LN
HANFORD, CA.93230

Signature 

Telephone 559-582-1000

Email Address chrisahill93230@yahoo.com



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM
December 12, 2017

SUBMITTED BY: Public Works Department- Kevin McAlister / Michael Hawkins

SUBJECT: IN-LIEU PARCEL MAP 17-03 DEDICATION

SUMMARY:

Overview:

This dedication is required by the Kings County Improvement Standards, Resolution 03-67, adopted by your Board on May 6, 2003.

Recommendation:

1. Accept the dedication for In-Lieu Parcel Map 17-03 (Henry H. Douma and Georgia Douma, Don L. Bare and Barbara Douma Bare, trustees of the Don L. Bare and Barbara Douma Bare Trust, Steven L. Froberg and Marjorie D. Froberg, Co-Trustees of the Steven and Marjorie D. Froberg Trust, Henry H. Douma and Georgia Douma as trustees of the Henry and Georgia Douma Trust) into the County Maintained Mileage; and
2. Authorize the Clerk of the Board to sign the acceptance on the map.

Fiscal Impact:

None.

BACKGROUND:

The owners of the parcel to be subdivided, (Henry H. Douma and Georgia Douma, Don L. Bare and Barbara Douma Bare, trustees of the Don L. Bare and Barbara Douma Bare Trust, Steven L. Froberg and Marjorie D. Froberg, Co-Trustees of the Steven and Marjorie D. Froberg Trust, Henry H. Douma and Georgia Douma as trustees of the Henry and Georgia Douma Trust) were required to dedicate additional right-of-way along the frontage of a particular parcel as shown on IPM 17-03 as a condition of approval of this land division. This land division is located on 15½ Avenue, north of Elder Avenue.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

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 December 12, 2017

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

SUBJECT: SYSTEMIC SAFETY ANALYSIS REPORT

SUMMARY:

Overview:

The Public Works Department is recommending Mark Thomas & Company, Inc., through the Request for Qualifications (RFQ) process to prepare a countywide Systemic Safety Analysis Report (SSAR). Qualifications submitted by consulting firms were ranked, with Mark Thomas & Company, Inc. ranking first based on their project understanding, professional presentation, and previous success with similar work.

Recommendation:

Authorize the Public Works Director to sign the Consultant Services Agreement with Mark Thomas & Company, Inc. to prepare the countywide Systemic Safety Analysis Report.

Fiscal Impact:

The project is programmed through the State of California's Systemic Safety Analysis Report Program (SSARP). The state reimbursement rate for this project is 90% with a 10% local match. The consultant fee is \$98,828 of which approximately \$9,900 will be paid by the County Road Fund as approved in the FY 2017/18 budget with the remainder paid through SSARP funding.

BACKGROUND:

The Public Works Department is working to develop an SSAR for county roadways utilizing SSARP funding approved in August of 2017. The program allocated \$90,000 to the County in State funds (with a 10% local match) to hire a consultant for the purpose of preparing a SSAR. Public Works staff issued an RFQ in August of 2017 to procure a consultant with SSARP experience to prepare the report. The purpose of this report is to identify safety issues across intersections and roadway segments providing solutions as recommended in the Caltrans Local Roadway Safety Manual and help the County identify locations for future Highway Safety

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

13TH AVENUE & LACEY BOULEVARD SIGNALIZATION & BRIDGE WIDENING PROJECT

August 1, 2017

Page 2 of 2

Improvement Program (HSIP) funding cycles. Recent changes in HSIP funding have made the preparation of an SSAR key in securing future HSIP funding. Current HSIP projects include the addition of acceleration/deceleration lanes in the Avenal Cutoff and adding flashing beacons to various county intersections.

The agreement has been reviewed and approved by County Counsel.

CONSULTANT SERVICES AGREEMENT



SYSTEMIC SAFETY ANALYSIS REPORT

**SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM
SSARP-5945(108)
RFP # 2018-16**

December 12, 2017

ISSUED BY:

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

KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT

THIS AGREEMENT is made and entered into as of the 12th day of December, 2017, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Mark Thomas & Company, Inc., a California Corporation (hereinafter "Consultant").

RECITALS

WHEREAS, County has requested qualifications for consulting services to analyze recent traffic collisions, roadway geometrics, and other factors required to complete a Systemic Safety Analysis Report (SSAR) for the County performed to the satisfaction of the County and State; and

WHEREAS, Consultant's response indicates that it possesses the professional qualifications, relevant experience, and demonstrated competence to provide these consulting services; and

WHEREAS, Consultant is ready, willing, and able to perform these consulting services to the satisfaction of the County, State, and shall meet all terms and conditions of the Systemic Safety Analysis Report Program (SSARP) program funding guidelines.

NOW, THEREFORE, the Parties mutually agree as follows:

1. SERVICES. County hereby engages Consultant and Consultant shall do, perform, and carry out the services as set forth in **Exhibit A**. All work performed and billed to County by Consultant shall be grant eligible in accordance with the SSARP funding requirements, unless otherwise directed by County in writing.

Final plans shall be provided to the County in hardcopy and in electronic format using AutoCAD version 2016 or later. Final report shall be provided in hardcopy and in electronic format using Microsoft Word and or Excel. Other electronic files shall be in electronic format using industry standard software.

2. TIME FOR PERFORMANCE/TERM. Time is of the essence in this Agreement. Consultant shall not commence performance of work or services until this Agreement has been fully executed by both parties and the County has issued a Notice to Proceed. The services as set forth in **Exhibit A** will commence within five (5) days of Consultant's receipt of County's written Notice to Proceed. The Schedule of Work is detailed in **Exhibit C**.

3. PROFESSIONAL STANDARDS. By submitting final documents for approval by County, Consultant represents that said documents are accurate. Consultant will be responsible to the County for the professional quality, adequacy, and completeness of the services, studies, and reports provided, and represents that such

KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT

services, studies and reports will be suitable for the intended purposes.

Consultant will perform the services provided in this Agreement in a manner consistent with the professional skill and care ordinarily exercised by the expert members of the engineering profession practicing in the State of California under similar conditions.

Where applicable and in accordance with California law, the responsible Consultant or its engineer shall sign and seal reports, plans, specifications, estimates and engineering data furnished by him/her.

4. COMPENSATION.

A. County shall pay Consultant a fee in the amount of **\$98,828.00** for Required Tasks (including subtasks) as set forth in **Exhibit B**. The total fee paid to the Consultant shall include compensation for all work and deliverables, including but not limited to salary, overhead, profit, travel, and equipment as described in **Exhibit A**. No additional compensation will be paid to Consultant, unless there is a change in the scope of work or scope of the project.

B. Optional Tasks are not included in this Agreement.

C. No payment will be made for any work performed prior to Consultant receiving the Notice to Proceed from County.

D. Consultant shall identify which job classifications in **Exhibit B** are subject to prevailing wage rates.

E. The Parties agree that the Federal Acquisition Regulations as set forth in 48 CFR Part 31 are the governing factors regarding allowable elements of cost. The parties shall comply with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments.

F. Any cost, attributable directly or indirectly to Consultant's error, for which payment has been made to Consultant that is determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, is subject to repayment by Consultant to the State.

5. INVOICING AND PAYMENT. No sooner than the 10th day of each calendar month, Consultant shall submit to County a detailed invoice for services

KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT

rendered during the previous calendar month. Within thirty (30) days of receipt of invoice, County will either reject invoice or approve and remit to Consultant the invoiced portion of the fee as a progress payment. Upon rejection of the invoice, the County shall return the invoice to Consultant for correction and resubmittal.

Consultant will be deemed to have waived all rights to compensation for any services not billed within ninety (90) days after the month in which the services were provided.

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

A. Without Cause: County will have the right to terminate this Agreement without cause by giving ten (10) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. No sanctions will be imposed.

B. With Cause. This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

For any of the occurrences except item five (5), termination may be effected upon written notice by the terminating party specifying the date of termination. Upon a material breach, this Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not cured within that five (5) day period, the non-defaulting party may terminate this Agreement on further written notice specifying the date of termination. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

C. Effects of Termination. County will pay to the Consultant the compensation earned to the date of termination for such work and deliverables that are acceptable to the County. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement,

KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT

and is conditioned upon receipt from Consultant of any and all reports, plans, specifications and estimates, and other documents prepared by Consultant by the date of termination in accordance with this Agreement.

7. INSURANCE. For the full term of this Agreement, Consultant will keep in force the required insurance as set forth in **Exhibit D**.

8. INDEMNIFICATION.

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

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

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

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

9. VITAL PERSONNEL. Personnel listed in **Exhibit G** are the vital

KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT

personnel on the Consultant's project team. At least ten (10) days prior to any change to the list of vital personnel, Consultant shall provide written notice to County. No change shall be made to the list without County's prior written approval, which shall not be unreasonably withheld, provided that any proposed substitute personnel shall have qualifications and/or experience equal to or better than the individual(s) to be replaced.

10. PATENT RIGHTS AND COPY RIGHTS. Applicable patent rights provisions described in 37 CFR regarding rights to inventions shall apply to this Agreement. County may permit copyrighting reports or other agreement products. If copyrights are permitted, the Agreement shall provide that State and County shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

11. OWNERSHIP OF DOCUMENTS. Tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of County, and that basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to County without restriction or limitation on their use. For preliminary plans only, nothing stated or implied herein shall constitute a limitation of the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. County will indemnify and hold Consultant harmless for any reuse by County of documents produced under this Agreement for any other projects without the written approval of Consultant.

12. RECORDS. Consultant will maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees or subconsultants. These records shall be retained by Consultant for inspection by County, State, or their duly authorized representatives. All such records will be prepared in accordance with generally accepted accounting procedures, will be clearly identified, and will be kept readily accessible. Upon request, Consultant will make such records available for inspection by County, State, or their duly authorized representative(s) for the purpose of auditing and/or copying such records during the term of this Agreement and continuing for a period of five (5) years from the date of final payment under this Agreement or any extension of this Agreement.

13. INDEPENDENT CONTRACTOR STATUS.

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

KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT

partnership, joint venture or association.

B. Consultant is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Consultant, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

D. Notwithstanding this independent contractor relationship, County reserves the right to monitor and evaluate the performance of Consultant for the purpose of assuring compliance with this Agreement.

14. COMPLIANCE WITH LAW. Consultant shall comply with all Federal, State, and local laws, regulations and directives applicable to its performance. With respect to Consultant's employees, Consultant will comply with all laws and regulations pertaining to wages and hours (including prevailing wage rates where applicable), state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

15. NON-ASSIGNABILITY. Unless otherwise provided in this Agreement, County is relying on the personal skill and expertise of Consultant and no part of this Agreement or monies due to Consultant under this Agreement may be assigned by Consultant.

16. SUBCONTRACTS. Services provided by Consultant may be subcontracted to reputable and qualified subconsultants upon written notice to and written approval of County which approval shall not be unreasonably withheld. Subcontracts shall contain the provisions in Sections 7 Insurance, 8 Indemnification, 11 Ownership of Documents, 12 Records, 14 Compliance with Law, and 18 Conflict of Interests of this Agreement.

17. NOTICE. Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by First Class Mail, postage prepaid and addressed as follows:

KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT

COUNTY CONTRACT

ADMINISTRATOR

County of Kings Department of Public Works
Attn: Mr. Dominic Tyburski, P.E.
Chief Engineer
1400 W. Lacey Boulevard, Building 6
Hanford, CA 93230
Fax: (559) 582-2506

CONSULTANT CONTRACT

ADMINISTRATOR

Mark Thomas & Company, Inc.
Attn: Mr. Ed Noriega, P.E.
Transportation Division Manager
7571 N. Remington Avenue, STE 102
Fresno, CA 93711
Fax: (559) 447-8586

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by First Class Mail will be deemed received on the fourth day after the date of mailing.

Either party may change the above address by giving written notice pursuant to this section. The above stated Consultant address shall be the main working office location for the duration of this Agreement.

18. CONFLICT OF INTERESTS. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warrant, County reserves the right to seek any remedy available in law or equity including termination of this Agreement. (See **Exhibit E**).

County warrants that it has not required Consultant to employ or retain any company or person, or to pay or agree to pay any firm, person or organization, any fee, contribution donation or consideration of any land, contingent upon or resulting from the award or formation of this Agreement. (See **Exhibit F**).

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

20. WAIVERS. The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or and any subsequent breach. The acceptance by either party of

KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT

either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

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

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

22. UNFORESEEN CIRCUMSTANCES. Consultant is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Consultant's reasonable control, provided Consultant gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

23. TITLES TO BE DISREGARDED. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

24. NO THIRD PARTY BENEFICIARIES. County and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

25. SEVERABILITY. If any provisions of this Agreement are found by any court or other legal authority, or are agreed by the parties, to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

26. SURVIVAL. The following sections shall survive the termination of this Agreement: 7 Insurance, 8 Indemnification, and 12 Records.

27. FURTHER ASSURANCES. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.

KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT

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

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

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

County of Kings

Kevin McAlister, P.E.
Director of Public Works
County of Kings

Consultant

Matt Brogan, P.E.
Vice President
Mark Thomas & Company, Inc.

Approved as to Form
Colleen Carlson, County Counsel

BY: _____
Juliana F. Gmur, Assistant

KINGS COUNTY SYSTEMIC SAFETY ANALYSIS REPORT

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
EXHIBIT A	Scope of Work
EXHIBIT B	Cost Proposal
EXHIBIT C	Schedule of Work
EXHIBIT D	Insurance Requirements
EXHIBIT E	Certification of Consultant
EXHIBIT F	Certification of Local Agency
EXHIBIT G	Vital Personnel

EXHIBIT A
SCOPE OF WORK



SCOPE OF WORK

Mark Thomas will provide professional design services for the project. In the performance of this scope of services listed below, we will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and that our obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas in the performance of this scope of work.

We understand the County has secured funding through Caltrans to prepare the SSAR. This scope of work has been sized to fit the project budget, however, if additional funds become available through the SSAR program, Mark Thomas can take a more robust look at collision data and provide additional recommendations to roadway segments and intersections.

1.0 PROJECT MANAGEMENT

1.1 Project Meetings (2 Total)

The County's management approach includes project meetings with Mark Thomas and other agencies/organizations deemed appropriate by Mark Thomas' project manager. The meetings will be centered around key project milestones.

The County will take the lead in project meetings. This work includes preparation of meeting agenda in consultation with Mark Thomas' project manager, distribution of approved meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including recap of actions to be taken prior to the next meeting. This scope assumes a total of 2 project meetings.

If desired, Mark Thomas can attend a Council meeting to present the final SSAR report findings under this task.

1.2 Agency Coordination

This task will include ongoing agency coordination, including coordination with the County and other project stakeholders. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project.

1.3 Monthly Progress Reports

The County will prepare monthly invoices and progress reports. The progress reports will show the status of each task, the percent complete for each task, and the remaining budget. This will help to monitor project delivery costs and status.

1.4 Quality Control and Quality Assurance

Mark Thomas' Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for the identifying accident analysis and countermeasure procedures, establishing appropriate levels of design development for intermediate submittals, and methods of project documentation. Mark Thomas will use their QA/QC manual as a guide to ensure the highest engineering quality possible.

Mark Thomas' project manager will be responsible for internal and external quality control measures. Some of these measures are summarized as follows:

Internal Quality Control

- Verify accident analysis is consistent with accepted standards
- Confirm approach for proposed alternatives and countermeasures
- Check calculations



External Quality Control

- Do the assumptions made match the SSAR guidelines?
- Are the cost estimates prepared for projects federally reimbursable under the HSIP program?

A record of quality control reviews will be kept in a separate file for documentation/quality audit purposes.

Task 1.1 Deliverables:

- **Agenda and Minutes for each Project meeting (2 total)**
- **Monthly Progress Summary**

TASK 2.0 – PRELIMINARY ENGINEERING

This task includes preparing the data necessary to select appropriate countermeasures to meet the requirements of the SSAR report. Generally, it will consist of collecting and analyzing the existing collisions in Kings County, and analyzing the safety of the intersections where high collisions exist.

2.1 Data Gathering & Field Visits

The County will collect available crash collision data. Data will be collected from the Statewide Integrated Traffic Records System (SWITRS), Transportation Injury Mapping System (TIMS), and from local police department collision reports. It is anticipated that Mark Thomas will collect the data from the local police departments.

Field visits will be conducted to determine unsafe roadway features for areas showing higher than normal traffic collisions. When visiting these areas, several factors will be considered:

- Sight Distance
- Striping Tapers
- Clear Recover Zone
- Horizontal and Vertical Curves
- Signage
- Roadway Cross Section (lane/shoulder widths)

The field visits will be geared toward identifying unsafe or non-standard features that may contribute to the collision types seen in that area.

2.2 Accident Analysis and Diagrams

Data collected from various sources will be compiled into a single list of accidents that can be imported into Google Earth (.kmz format). Several different maps will be created showing various collision factors, collision severity, and violation type. This information will help to identify common trends network-wide so that appropriate countermeasures can be selected.

2.3 Project Analysis and Network Safety

The overall safety of the network will be examined. Projects that fall under the HSIP program will be separated from projects that may not be good candidates for the HSIP program. Areas with collisions will be compared to areas with similar roadway characteristics. Since the goal of the SSAR program is to identify system projects, looking at the network as a whole will be needed.

2.4 Develop Countermeasures

Conclusions drawn in the accident analysis phase can then be developed into countermeasures. The *Local Roadway Safety - A Manual for California's Local Road Owners* will be used to select appropriate HSIP approved countermeasures. Generally, a few different countermeasures can be used to mitigate common trends. A list of these countermeasures will be provided to Mark Thomas for review and comment.



2.5 Preliminary Estimates

Project cost estimates will be prepared with the goal of generating rough costs to aid in countermeasure selection. Since HSIP funding is budget oriented, these preliminary estimates will help to see which projects may be best suited for funding under the HSIP program.

2.6 Preliminary B/C Ratios (4 segments; 8 intersections)

Mark Thomas will use the TIMS software to calculate the benefit-cost ratios for various countermeasures and projects. As part of the SSAR guidelines, the County will analyze up to 4 high-risk corridors and 8 intersections for potential inclusion in the SSAR report. At the conclusion of this analysis, a list of projects will be prepared showing appropriate countermeasures, project costs, and expected B/C ratios. Though not included in this scope of work, if additional funding is obtained through Caltrans, analysis of up to 10 high-risk corridors and 20 intersections is allowable under the SSAR program.

Task 2.0 Deliverables

- **Collision Analysis in Google Earth Format (.kmz)**
- **Collision Analysis in Excel Format**
- **List of Potential Projects and Countermeasures (Excel format)**

TASK 3.0 – DATA REFINEMENT

Based on the preliminary results found in Task 2.0, the County will meet with Mark Thomas to discuss the direction and progress of the findings. The goal of this meeting will be to select countermeasures and projects to move forward with. Since the goal of Task 2.0 will be to identify many projects and potential countermeasures, they will not be looked at in great detail. This task is intended to detail the selected countermeasures and projects.

3.1 Refine Accident Analysis

Once projects and countermeasures are selected, crash data will need to be refined. Only collisions applicable to a selected countermeasure can be applied toward a project benefit. Each accident within the project limits will be evaluated and accepted or rejected as contributable to the selected countermeasure.

3.2 Develop Project Improvement Schematics

Proposed project improvements will be schematically designed with an objective to accurately identify project impacts and appropriate bid items. The plan-view schematic design will be created in AutoCAD Civil 3D 2015 and will identify impacts, bid items, and proposed project improvements. The design will be based off an aerial image and will be of sufficient detail to provide a planning-level cost estimate.

3.3 Refine Estimates

Project improvements will be quantified and estimated based on the project improvement schematic. The estimate will include construction costs, preliminary engineering costs, environmental costs and construction management costs. The overall goal of the estimate is to identify the total cost a project would take to deliver, all of which can be reimbursed under the HSIP program if a project is selected for funding.

3.4 Refine B/C Ratios (4 segments; 8 intersections)

Mark Thomas will use the TIMS software to prepare the final benefit-cost ratios for the selected projects and countermeasures. As part of the SSAR guidelines, Mark Thomas will analyze up to 4 high-risk corridors and 8 intersections for potential inclusion in the SSAR report. At the conclusion of refining the B/C Ratios, a final list of projects will be prepared for the County, who can choose which projects to exclude or keep in the SSAR report. Though not included in this scope of work, if additional funding is obtained through Caltrans, analysis of up to 10 high-risk corridors and 20 intersections is allowable under the SSAR program.



Task 3.0 Deliverables:

- **Three sets of Project Improvement Schematics (11x17)**
- **Three copies of the estimate**
- **List of Selected Projects and Countermeasures (Excel format)**

TASK 4.0 – DRAFT SSAR REPORT

Using the information collected in Tasks 2.0 and 3.0, a draft SSAR report will be created and submitted for County review. The SSAR report will prioritize projects which may be fundable for HSIP. The report will summarize the potential projects and show the expected benefit-cost ratios.

4.1 Executive Summary

This section will include the objectives and focus for the SSAR and a brief summary of the major results. Discussions will include what methodologies were used to limit the data analysis and studies to stay within the funding limits. Other high-level discussions may include crash trends, corridors identified, countermeasures considered, conceptual projects identified, and the benefit-cost ratios for the projects.

4.2 Safety Data Summary

Safety data will be analyzed and will include ten (10) years of the most current crash data. Crash data will be compiled from local databases, the California I-SWITRS database, and UC Berkeley Transportation Injury Mapping (TIMS).

This section will follow guidance found in Section 2 of the Local Roadway Safety Manual (LRSM) to complete this section of the SSAR.

4.3 Data Analysis Techniques and Results

Crash trends and crash concentrations will be analyzed based on overall numbers, identifying the leading causes of collisions. In addition, crashes will be identified on a 'rate' basis and compared to other areas within the County to identify the highest need intersections.

4.4 Highest Occurring Crash Type

Mark Thomas will focus this area of the report on the top 3 to 10 crash types responsible for the fatalities and severe injuries occurring on their roadway network.

This section will follow guidance in Section 3 of the LRSM to complete this portion of the SSAR.

4.5 High-Risk Corridors and Intersections

Mark Thomas will focus this area of the report on the top 3 high-risk corridors and top 5 intersections responsible for fatalities and severe injuries occurring on the roadway network.

This section will follow guidance in Section 3 of the LRSM to complete this portion of the SSAR.

Though not included in this scope of work, Mark Thomas can increase the number of high-risk corridors to 10 and intersections to 20 if additional funding becomes available.

4.6 Countermeasure Selection

Mark Thomas will use crash reduction factors provided in the LRSM to identify potential low-cost systemic countermeasures that mitigate the local agencies' primary crash type trends. In addition, Mark Thomas will use crash concentrations (system-wide, corridors, and spot locations) to identify the countermeasures with a high likelihood of addressing the crashes that are appropriate for the characteristics of the roadway.

This section will follow the guidance in Section 4 of the LRSM to complete this section of the SSAR.



4.7 Project Scope and Prioritization

Once the crash areas, trends, and corresponding systemic countermeasures have been identified, Mark Thomas will create preliminary safety project scopes. Mark Thomas will focus on finding the ideal balance between collision analyses on a systemic basis while also addressing high-crash locations. For the lowest cost improvements, like signing and striping, it may be an appropriate goal to have the entire roadway network eventually upgraded to a minimum level.

In contrast, the costlier systemic countermeasures may only be feasible to install at higher crash locations/ characteristics on a corridor-by-corridor basis.

Task 4.0 Deliverables:

- **Three (3) copies of the Draft SSAR Report**

TASK 5.0 – FINAL SSAR REPORT

5.1 Final SSAR Report

Following reviews by the County, any agreed-upon revisions shall be made to the SSAR report. A final SSAR report will be delivered to the County for submittal to Caltrans.

Task 5.0 Deliverables:

- **Three (3) copies of the Final SSAR Report**

TASK 6.0 – OPTIONAL TASKS

6.1 Preliminary B/C Ratio Analysis

This task will follow the scope of work outlined in Task 2.6 above, but will add the analysis of 6 high-risk corridors and 12 intersections (10 high-risk corridors, 20 intersections total).

6.2 Refine B/C Ratios

This task will follow the scope of work outlined in Task 3.4 above, but will add the analysis of 6 high-risk corridors and 12 intersections (10 high-risk corridors, 20 intersections total).

6.3 CARS Horizontal Curve Analysis

Mark Thomas will utilize Rieker's Curve Advisory Reporting System (CARS) to collect horizontal curve data on six (6) curves to be designated at the kick-off meeting. The collected data will be analyzed and ball banking reports will be generated for curves of interest within the County. Recommended curve advisory speed for each curve direction will be reported. This scope assumes a maximum of 6 curves will be analyzed.

**EXHIBIT B
COST PROPOSAL**

COST PROPOSAL FOR PROJECT SCOPE - County of Kings: SSAR


	Mark Thomas								Total Hours	Total MT Cost	TOTAL COST
	Engineering Manager \$247	Project Engineer \$125	Design Engineer I \$90	Intern \$52	Survey Manager \$185	Project Surveyor \$145	1 Person Field Crew \$160	Sr. Project Coordinator \$108			
1.0 Phase 1.0 Project Mangement											
1.1 Project Meetings	8	12	12						32	\$4,560	\$4,560
1.2 Agency Coordination	4	12	12						28	\$3,573	\$3,573
1.3 Monthly Progress Reports	4							40	44	\$5,297	\$5,297
1.4 Quality Control and Quality Assurance	4	12	12						28	\$3,573	\$3,573
Subtotal Phase 1	20	36	36	0	0	0	0	40	132	\$17,004	\$17,004
2.0 Phase 2.0 Preliminary Engineering											
2.1 Data Gathering & Field Visits	2	40	40	8					90	\$9,534	\$9,534
2.2 Accident Analysis and Diagrams	2	20	20	8					50	\$5,223	\$5,223
2.3 Project Analysis and Network Safety	2	30	10						42	\$5,158	\$5,158
2.4 Develop Countermeasures	2	30	10						42	\$5,158	\$5,158
2.5 Preliminary Estimates	2	30	30	20					82	\$8,008	\$8,008
2.6 Preliminary B/C Ratios (4 segments; 8 Intersecti	2	12	16						30	\$3,440	\$3,440
Subtotal Phase 2	12	162	126	36	0	0	0	0	336	\$36,522	\$36,522
3.0 Phase 3.0 Data Refinement											
3.1 Refine Accident Analysis	2	12	12	10					36	\$3,604	\$3,604
3.2 Develop Project Improvement Schematics	2	12	20	40					74	\$5,898	\$5,898
3.3 Refine Estimates	2	12	12	20					46	\$4,129	\$4,129
3.4 Refine B/C Ratios	2	12	12						26	\$3,080	\$3,080
Subtotal Phase 3	8	48	56	70	0	0	0	0	182	\$16,711	\$16,711
4.0 Phase 1.0 Draft SSAR Report											
4.1 Executive Summary	2	8	10	2					22	\$2,503	\$2,503
4.2 Safety Data Summary	2	8	8	2					20	\$2,323	\$2,323
4.3 Data Analysis Techniques and Results	2	8	8	2					20	\$2,323	\$2,323
4.4 Highest Occurring Crash Type	2	8	8	2					20	\$2,323	\$2,323
4.5 Highest-Risk Corridors and Intersections	2	8	8	2					20	\$2,323	\$2,323
4.6 Countermeasure Selection	2	8	8	2					20	\$2,323	\$2,323
4.7 Project Scope and Prioritization	2	30	20	2					54	\$6,164	\$6,164
Subtotal Phase 4	14	78	70	14	0	0	0	0	176	\$20,279	\$20,279
5.0 Phase 5.0 Final SSAR Report											
5.1 Final SSAR Report	8	40		8					56	\$7,413	\$7,413
Subtotal Phase 5	8	40	0	8	0	0	0	0	56	\$7,413	\$7,413
TOTAL HOURS	62	364	288	128	0	0	0	40	882		882
Anticipated Salary Increases										\$0	\$0
OTHER DIRECT COSTS										\$900	\$900
TOTAL COST	\$15,297	\$45,676	\$25,929	\$6,714	\$0	\$0	\$0	\$4,310		\$98,828	\$98,828

EXHIBIT C
SCHEDULE OF WORK

EXHIBIT D
INSURANCE REQUIREMENTS

EXHIBIT D

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

A. Insurance

Without limiting County's right to obtain indemnification from the Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed as set forth under Section 25. Notice. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. Professional Liability. \$1,000,000 limit per occurrence and \$2,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
2. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

EXHIBIT E
CERTIFICATION OF CONSULTANT

EXHIBIT E

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President and duly authorized representative of the firm MARK THOMAS & COMPANY, INC., whose address is 7571 North Remington Avenue, STE 102, Fresno CA, 93711 and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving the participation of State Highway Account funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date:

Matt Brogan, P.E.
Vice President
Mark Thomas & Company, Inc.

EXHIBIT F
CERTIFICATION OF LOCAL AGENCY

EXHIBIT F

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Contract Administrator of the County of Kings, and that the consulting firm of MARK THOMAS & COMPANY, INC., or its representative has not been required (except as herein expressly stated), directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this Agreement for the SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM project:

- (a) Employ, retain, agree to employ or retain, any firm or person; or
- (b) Pay or agree to pay, to any firm, person or any organization, any fee, contribution, donation or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of State Highway Account funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

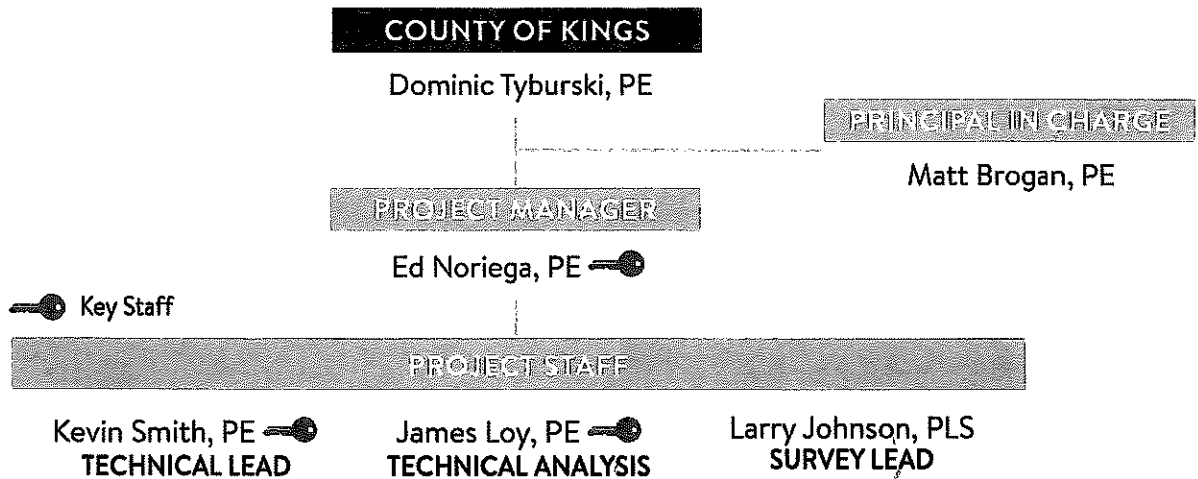
Dominic Tyburski, P.E.
Chief Engineer
County of Kings Department of Public Works

EXHIBIT G
VITAL PERSONNEL



ORGANIZATIONAL CHART

We have assembled a highly experienced team dedicated to successfully delivering the County’s project. Our organization chart depicts the lines of communication and structure we intend to implement for this contract and the table describes the availability of each team member. Please see the following pages for detailed team member resumes.



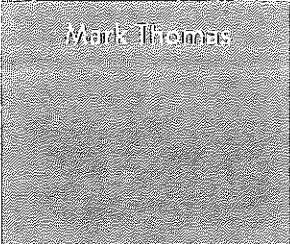
AVAILABILITY

We understand the importance of assembling a team who will be available to you throughout the duration of the project. As you can see in the table below, each team member we have assigned is available to meet your project needs. These team members are dedicated to this program, and no staffing substitutions will be made without the County’s approval.

Name	Role	Availability
Matt Brogan, PE	Principal-in-Charge	5%
Ed Noriega, PE	Project Manager	30%
Kevin Smith, PE	Technical Lead	40%
James Loy, PE	Technical Analysis	40%
Larry Johnson, PLS	Survey Lead	20%

REFERENCES

We are proud of our track record of successfully completing projects and meeting the needs of our clients. Please see the chart below for our team’s references.

Reference 1	Reference 2	Reference 3
 <p>Mr. John Robertson City of Reedley 1733 Ninth Street Reedley, CA 93654 (559) 637-4200 john.robertson@reedley.ca.gov</p>	<p>Mr. Loren Culp City of Ridgecrest 100 West California Avenue Ridgecrest, CA 93555 (760) 499-5082 lculp@ridgecrest.ca.gov</p>	<p>Shoab Ahrary, PE Stanislaus County Department of Public Works 1716 Morgan Road Modesto, CA 95358 (209) 525-4133 ahrarys@stancounty.com</p>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 12, 2017

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: AGREEMENT WITH TULARE COUNTY TO PROVIDE COUNTY ENGINEER SERVICES

SUMMARY:

Overview:

On April 4, 2017 the Board adopted Ordinance 682 authorizing the Public Works Director to contract with another government agency to perform the services of County Surveyor on behalf of Kings County. The attached agreement with Tulare County provides for such services.

Recommendation:

Authorize the Director of Public Works to sign an agreement with Tulare County for the performance of services as County Surveyor.

Fiscal Impact:

There are funds in the FY 17-18 Budget for this work.

BACKGROUND:

Harry Verheul retired as Director of Public Works in 2011 and remained employed as an Extra-Help Employee as the Kings County Surveyor (the current Director is not licensed to practice surveying). Mr. Verheul has expressed his desire to retire as County Surveyor. Your Board adopted Ordinance 682 which allows for the hiring of County staff to serve as County Surveyor or hiring another government agency or private firm to provide this service. The attached agreement, approved by County Counsel, has been negotiated by staff from each County. This item will be presented to the Tulare County Board of Supervisors at their meeting of December 12, 2017 as well.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**AGREEMENT BETWEEN THE COUNTY OF TULARE AND THE COUNTY OF
KINGS CONCERNING COUNTY SURVEYOR SERVICES**

This Agreement, made and entered into this _____ day of _____, 2017
by and between the COUNTY OF TULARE, hereinafter referred to as "COUNTY", and the
COUNTY OF KINGS, hereinafter referred to as "KINGS";

WITNESSETH

WHEREAS, it is necessary and convenient to KINGS to contract for the services
of personnel having familiarity with, experience in and licensure as a Land Surveyor to provide
professional Land Surveyor services to serve as the County Surveyor for KINGS in compliance
with adopted KINGS Ordinances and State of California statutes; and

WHEREAS, the County of Tulare Resource Management Agency, hereinafter referred
to as "RMA", maintains staff having the needed experience, familiarity and licensure; and

WHEREAS, RMA is agreeable to provide certain services as described in Exhibit A;
NOW, THEREFORE, IT IS AGREED as follows:

1. COUNTY agrees to provide services to assist KINGS only for the purposes of
performing services pursuant to this AGREEMENT.
2. COUNTY will perform reviews, provide direction for corrections, and sign surveying related
documents, all as described in EXHIBIT A.
3. COUNTY will not be required to maintain offices or facilities within KINGS;
however, COUNTY shall make such personnel available as are necessary to provide the
services herein described.
4. In consideration for all such services rendered by COUNTY pursuant to this
AGREEMENT, KINGS shall reimburse COUNTY at the rate of \$100.00 per hour,
payable within 30 days of the receipt of an invoice.
5. COUNTY shall have the full cooperation and support of KINGS, its officers, agents
and employees, to perform the duties described herein.
6. COUNTY personnel shall perform services as employees of COUNTY, performing under
contract to KINGS and no such COUNTY employee providing such services pursuant
to this AGREEMENT shall have any right or entitlement to any KINGS pension, Civil

Service, or any other such status or right with regard to KINGS.

7. The Tulare County Surveyor, or his or her deputy, shall be deemed to be officers of KINGS only for the purposes of performing services pursuant to this AGREEMENT.
8. KINGS shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance of this agreement by KINGS employees, officers and agents, and by Tulare employees, officers and agents unless caused by negligence or willful misconduct of COUNTY employees, officers and agents. COUNTY shall hold harmless, defend and indemnify KINGS, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including KINGS property, arising from, or in connection with, the negligence or willful misconduct of Tulare employees, officers and agents. This indemnification obligation shall continue beyond the term of this agreement as to any acts or omissions occurring under this AGREEMENT or any extension of this AGREEMENT.
9. Insurance:
 - A. KINGS Insurance. KINGS shall procure and maintain in force during the term of this AGREEMENT, at its sole cost and expense, professional and commercial general liability insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. KINGS shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. KINGS shall provide COUNTY with evidence of the insurance required under this paragraph.
 - B. COUNTY Insurance. COUNTY shall procure and maintain in force during the term of this AGREEMENT, at its sole cost and expense, professional and commercial general liability insurance in amounts that are reasonably necessary to protect it against liability arising from any and all willful misconduct or negligent acts caused by its employees.

Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. COUNTY shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. COUNTY shall provide KINGS with evidence of the insurance coverage required by this paragraph.

10. Except as herein provided, KINGS shall have no responsibility for the payment of any salaries, wages or other compensation to any COUNTY personnel performing services for KINGS pursuant to this AGREEMENT.
11. The parties will have the right to terminate this AGREEMENT without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. KINGS will pay COUNTY the compensation earned for work performed and not previously paid for to the date of termination.
12. This AGREEMENT represents the entire agreement between the KINGS and COUNTY as subject matter and no prior oral or written understanding shall be of any force or effect. No part of this agreement may be modified without the written consent of both parties.
13. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY OF TULARE:

County of Tulare, Resource Management Agency
5961 S. Mooney Blvd. Visalia, CA 93277
Attn: Reed Schenke, Director

WITH A COPY TO:

County of Tulare, Resource Management Agency
5961 S. Mooney Blvd. Visalia, CA 93277
Attn: Michael R. Bond, PE, PLS, County Surveyor

Fax No.: (559) 740-4448
Phone No.: (559) 624-7150

COUNTY OF KINGS:

Kevin J. McAlister, PE
Director of Public Works
1400 W. Lacey Blvd., Building 6
Hanford CA 93230
Fax No.: (559) 582-2506
Phone: (559) 852-2700

14. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.
15. This AGREEMENT reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
16. Unless specifically set forth, the parties to this AGREEMENT do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
17. This AGREEMENT shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.
18. The failure of either party on strict compliance with any provision of this AGREEMENT shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the AGREEMENT by either party.
19. The Recitals and the Exhibit to this AGREEMENT are fully incorporated into and are integral parts of this AGREEMENT.
20. This AGREEMENT is subject to all applicable laws and regulations. If any provision of this AGREEMENT is found by any court or other legal authority, or is agreed by the

parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the AGREEMENT to either party is lost, the AGREEMENT may be terminated at the option of the affected party. In all other cases the remainder of the AGREEMENT shall continue in full force and effect.

21. Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this AGREEMENT.
22. KINGS shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
23. COUNTY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
24. If there is a dispute arising out of or relating to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.
25. This AGREEMENT shall become effective as the date first above written and shall expire three (3) years from the date of this AGREEMENT unless otherwise terminated as provided in this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this AGREEMENT by their officers thereunto duly authorized as of the date first above written.

COUNTY OF KINGS

By: _____
Name: Kevin McAlister
Title: Director of Public Works

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

APPROVED AS TO LEGAL FORM:
KINGS COUNTY COUNSEL

By: _____

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL

By: _____

EXHIBIT A
SCOPE OF WORK

California State Law provides that Registered Civil Engineers licensed after 1982 may not practice the profession of a Licensed Surveyor and may not certify to the technical correctness of record maps. The Subdivision Map Act requires that the County Surveyor must certify that all surveys conducted for record maps must be technically correct. The Tulare County Surveyor acting in his capacity shall provide, either directly or through his duly-authorized deputy County Land Surveyors (hereinafter collectively referred to as "County Surveyor"), the following county surveyor services to Kings County (hereinafter referred to as "KINGS"), and at all times during the provision of such services shall maintain the licensing required by State Law. The term "Surveys" shall be defined as those maps and documents which require review and or approval of a County Surveyor and shall include, but not be limited to, Records of Survey, Final Subdivision Maps, Final Parcel Maps, in lieu Parcel Maps, Certificates of Corrections, Certificates of Compliance, and Corner Records.

1. **Technical Review of All Surveys:**

The County Surveyor shall review all Surveys provided by KINGS for technical correctness and completeness. The County Surveyor shall coordinate, through KINGS staff, all technical corrections to Surveys with the Surveyor of Record for the Survey. KINGS shall maintain and archive the appropriate records of such review and provide County Surveyor with all requested copies.

2. **County Surveyor Statement:**

The County Surveyor, acting as the Kings County Surveyor, shall sign the appropriate statement per the provisions of the Subdivision Map Act, Government Code section 66442, which pertains to a final map, or Section 66450, which pertains to a parcel map, or in lieu parcel map, subject to a determination by the County Surveyor that the final map or parcel map, including in lieu parcel map, is technically correct.

3. **Survey Processing Procedures**

The procedure for processing of Surveys as defined above shall be performed in accordance with the aforementioned Sections, as follows:

- Check print(s), supporting documents, and technical review of Surveys shall be provided by KINGS to the County Surveyor.
- A determination as to the technical correctness of Surveys shall be made by the County Surveyor which determination shall be submitted to KINGS. Subject to any corrections being made to Surveys, a determination that the County Surveyor is satisfied that Surveys are technically correct shall be made.
- The Director of Public Works of KINGS shall be informed when the Survey document is approved as to technical correctness.
- Subject to all statements on a final map, parcel or in lieu parcel map being signed as required, excepting both the proposed statement to be signed by the duly authorized officer of KINGS and the Recorder's Statement, the County Surveyor shall sign the following statement on a final map, parcel map or in lieu parcel map:

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

The exact wording of the statement can be modified by mutual consent of COUNTY and KINGS.

- The following statement will be signed by KINGS and accompany the County Surveyor Statement on a final map:

KINGS COUNTY OFFICIAL'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE MAP, THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL OF THE PROVISIONS OF CHAPTER 2, DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE AND ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

The exact wording of the statement can be modified by mutual consent of COUNTY and KINGS.

- It is recognized that other sections the Subdivision Map Act, the Professional Land Surveyor's Act, the Code of Regulations, and other federal, state, and local regulations, statutes, and ordinances may require various maps and documents to be approved by a County Surveyor. A process similar to the one described above will be followed based on the particular requirements of that map or document. Required statements on said other maps and documents shall be consistent with the requirements of state law and mutually agreed upon by COUNTY and KINGS.

4. **Time of Completion:**

The County Surveyor shall complete and file with KINGS the County Surveyor's Statement within 20 days from the time the final map is submitted to the County Surveyor, in accordance with the Subdivision Map Act.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 12, 2017

SUBMITTED BY: Administration – Larry Spikes

SUBJECT: FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA PUBLIC FINANCE AUTHORITY (CAL
PFA)

SUMMARY:

Overview:

On March 1, 2015, a Joint Powers Authority (JPA) was established with the Kings County Housing Authority, which was titled the California Public Finance Authority. This JPA was established to facilitate conduit financing of public benefit projects throughout California. Amendments to this JPA will likely come up from time to time, and the first such amendment is now proposed.

Recommendation:

Authorize the Chairman to sign the first amendment to Joint Exercise of Powers Agreement relating to the California Public Finance Authority, clarifying certain reports are to be made to charter members only.

Fiscal Impact:

None.

BACKGROUND:

It recently came to our attention that Section 9 of the agreement did not include a reference to Charter members when specifying certain reporting requirements. This amendment will simply clarify that reporting requirement in Section 9 will only be directed to Charter members as opposed to all members, which, as your Board is aware, is growing in numbers. Only Charter members would have any need to receive such reports as specified in Section 9.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA PUBLIC FINANCE AUTHORITY**

THIS FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT, (this "Amendment") dated as of December 12, 2017, is executed and delivered to amend the provisions of that certain Joint Exercise of Powers Agreement (the "Agreement"), dated as of March 1, 2015, between the County of Kings and the Housing Authority of the County of Kings (the "Charter Members") and the other members ("Members") thereto.

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), the Charter Members and certain other members from time to time entered into the Agreement; and

WHEREAS, pursuant to Section 16 of the Agreement the provisions of the Agreement may be amended with the written consent of the Charter Members provided that no amendment shall materially adversely affect the interests of any Additional Member unless the negative consent of that Additional Member is also obtained; and

WHEREAS, the Charter Members now find it necessary and desirable to amend the Agreement as provided herein, which amendment does not materially adversely affect the interests of any Additional Member; and

NOW, THEREFORE, the Charter Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Authority for Amendment.

This Amendment is hereby executed in accordance with Section 16 of the Agreement.

Section 2. Definitions.

All terms defined in the Agreement shall have the same meanings when used in this Amendment, except as otherwise provided herein.

Section 3. Amendment to Section 9 of the Agreement.

The third paragraph of Section 9 of the Agreement is hereby amended to read in full as follows (additions to the Agreement shown in underline text and deletions shown in ~~strikethrough~~ text):

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Charter Members which report shall describe the amount of money held by the Treasurer

for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Section 4. Effective Date.

This Amendment shall become effective and be in full force and effect on the date that the Board shall have received from two of the Charter Members an executed counterpart of this Amendment.

Section 5. Miscellaneous.

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

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Joint Exercise of Powers Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Charter Member:

KINGS COUNTY

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

Charter Member:

HOUSING AUTHORITY OF THE
COUNTY OF KINGS

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM
December 12, 2017

SUBMITTED BY: Department of Finance – Becky Valenzuela

SUBJECT: DELEGATION OF INVESTMENT AUTHORITY TO THE KINGS COUNTY
DIRECTOR OF FINANCE

SUMMARY:

Overview:

Annually the Board of Supervisors is requested to consider the delegation of investment authority to the Kings County Director of Finance. Submitted for your Board's action is a resolution delegating investment authority to the Kings County Director of Finance for the period January 1, 2018 and continuing through December 31, 2018.

Recommendation:

Approve the Resolution delegating investment authority to the Kings County Director of Finance.

Fiscal Impact:

None.

BACKGROUND:

Pursuant to Section 53607 of the California Government Code, your Board has annually delegated certain investment authority to the County Director of Finance for a one year period. Kings County Ordinance No. 557, adopted on January 14, 1997, allows for the annual delegation to be achieved through a Board resolution. Board Resolution 16-082, dated December 13, 2016, delegated investment authority for the 2017 calendar year, and expires December 31, 2017.

Your consideration for approval of the resolution delegating investment authority to the Kings County Director of Finance for 2018 is respectfully requested.

BOARD ACTION:

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

I hereby certify that the above order was passed and adopted

on _____, 2017.

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 DELEGATING
INVESTMENT AUTHORITY TO THE
KINGS COUNTY DIRECTOR OF FINANCE UNDER
THE PROVISIONS OF GOVERNMENT
CODE SECTION 53607 _____ /

RESOLUTION NO. _____

WHEREAS , on January 14, 1997, the Board of Supervisors adopted Kings County Ordinance No. 557, pursuant to the terms of which investment authority was granted to the Kings County Treasurer for a one-year period to end in January 1998 ; and

WHEREAS, Ordinance No. 557 provides that all future delegations of investment authority by the Board shall be by Board resolution; and

WHEREAS, the Board now wishes to delegate investment authority to the Kings County Director of Finance for the 2018 calendar year.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Delegation of Investment Authority. Pursuant to Government Code section 53607 and Kings County Ordinance No. 557, the Kings County Director of Finance is hereby delegated the authority to continue to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury commencing on January 1, 2018 and continuing through December 31, 2018.

2. The Kings County Director of Finance shall assume full responsibility for such transactions until such time as the Board of Supervisors revokes this delegation of authority or until its expiration on December 31, 2018, unless renewed on or before that date by the Board of Supervisors.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 12TH day of December, 2017, by the following vote:

AYES:
NOES:
ABSENT:

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

WITNESS my hand and seal of said Board of Supervisors this 12th day of December, 2017 .

Deputy 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 December 12, 2017

SUBMITTED BY: Department of Finance – Rebecca Valenzuela / Anthony Loza

SUBJECT: SALE OF TAX-DEFAULTED PROPERTY AT A PUBLIC INTERNET AUCTION

SUMMARY:

Overview:

In accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code and with the approval of the Board of Supervisors, the Tax Collector has the authority to sell at public auction tax-defaulted property that is subject to the power of sale. Public auction also includes public internet auctions. Tax-defaulted properties are subject to the power of sale by the Tax Collector in accordance with California Revenue and Taxation Code Section 3691 for nonpayment of delinquent taxes. In addition to mailing notices to each owner, Public Notices were published in June 2017.

Recommendation:

1. Approve the “Request to Sell Tax-Defaulted Property Subject to the Power of Sale” at a public internet auction and the “Authorization and Report of Sales” which lists the properties, and are attached thereto; and
2. Authorize the Tax Collector to reduce the minimum bid price if no bids are received, and approve the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with parties of interest notification.

Fiscal Impact:

The minimum bid is set so that the County recovers the cost of the sale and pays outstanding delinquent taxes against the sold properties.

BACKGROUND:

A “Notice of the Power to Sell Tax-Defaulted Property” (Notice) is recorded when five or more years have elapsed since the property became tax-defaulted, which is the first fiscal year that secured property taxes go

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SALE OF TAX-DEFAULTED PROPERTY AT A PUBLIC INTERNET AUCTION

December 12, 2017

Page 2 of 2

unpaid. Installment payment plan procedures exist, and must be initiated prior to the Notice being recorded. After the Notice is recorded, property can be redeemed (paying the delinquent taxes and costs in full) any time before the close of business on the last business day prior to the date of sale.

The Tax Collector intends to sell at a Public Internet Auction in accordance with Revenue and Taxation Code 3692.2, for at least the stated minimum bid price the tax defaulted properties which are subject to the power of sale in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code. The properties that are subject to the Tax Collector's power of sale are listed on the "Authorization and Report of Sales" form. The minimum bid prices will recover the costs of the sale and delinquent taxes owed on each property. If the purchase price exceeds the redemption amount plus sale costs, parties of interest are notified of their right to claim the excess proceeds.

Where property has been offered for sale at least once and no acceptable bids have been received at the minimum bid price, the California Revenue and Taxation Code Section 3698.5(c) allows the Tax Collector, with Board approval, to re-offer the same property at the same or next scheduled sale at a minimum price that the Tax Collector deems appropriate in light of the most current assessed valuation of that property, or any unique circumstance with respect to the property. This public internet auction will include one (1) parcel that will be re-offered at a reduced minimum bid. This parcel is notated as "RE-OFFER" on the attached "Authorization and Report of Sales".

Your Board has the authority to either approve or disapprove the proposed sale in its entirety, or may delete parcels and approve the sale of the remaining parcels. Following approval, the Board may not delete, withdraw, nor withhold properties from the public auction, nor rescind its approval. The next public internet auction via www.bid4assets.com is tentatively scheduled to begin March 9, 2018 and end March 13, 2018.

Your consideration for approval of the request to sell tax-defaulted property is respectfully requested.



COUNTY OF KINGS
DEPARTMENT OF FINANCE
REBECCA VALENZUELA, CPA CGMA • DIRECTOR OF FINANCE
1400 W. LACEY BLVD • HANFORD, CA 93230

ACCOUNTING DIVISION
(559) 852-2455 • FAX: (559) 587-9935

TAX COLLECTOR • TREASURER DIVISION
TAX: (559) 852-2479 • TREASURER (559) 852-2477
FAX: (559) 582-1236

**REQUEST FOR APPROVAL TO SELL TAX-DEFAULTED PROPERTY
SUBJECT TO THE POWER TO SALE**

To the Honorable Board of Supervisors
Kings County, State of California

December 12, 2017

Your approval to sell at public auction via Internet, for the stated minimum price, the tax-defaulted property that is subject to the power of sale and described on the attached schedule, in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, is respectfully requested.

Also, in the event that any parcel does not sell after the initial offering, I respectfully request your approval to re-offer the unsold parcel(s) at the end of the auction at a reduced minimum price, pursuant to Revenue and Taxation Code section 3698.5, and for any remaining unsold parcel(s) thereafter to be re-offered at a new sale within 90 days of the original sale date, pursuant to Revenue and Taxation Code section 3692(e), with the option to offer the remaining parcels at a reduced minimum price, pursuant to Revenue and Taxation Code section 3698.5.

Rebecca Valenzuela, Director of Finance

APPROVAL BY THE BOARD OF SUPERVISORS

Pursuant to the above notice and request, approval for said sale is hereby granted. The Director of Finance is directed to sell the property described in said Notice as provided for by law pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

The foregoing was approved by the Board of Supervisors of Kings County, the 12th day of December, 2017.

ATTEST:

Clerk of the Board of Supervisors

By _____
Deputy

Date: December 12, 2017

SALE 240

AUTHORIZATION AND REPORT OF SALES AT PUBLIC AUCTION SALE

Under direction of the Board of Supervisors, Resolution # 18, dated December 12, 2017, the properties listed below were authorized to be offered for sale on March 13, 2018 and were disposed of as follows:

ITEM	APN - T.R.A. Last Assessee Minimum Bid (3698)	Default No. Year Def. Notice Rec. Data	Sale Price & Doc Tax (3718(a))	Adv. Cost (4673)	Rec. Fee (3718(d), 4112)	Sales		Fees		Cost of Notice (4672.2)	Excess Proceeds Cost (4676)	Redemption Amount (4102, 4103)	Current Taxes (4673, 1(b))	Publish of Excess Proceeds Cost (4676)	Excess Proceeds (4674)	Deed Issued To: Date of Deed, (if not sold, give reason.)
						State (4672)	County (4672.1)									
20	023-480-019-000; 003-039 LAST ASSESSEE: DENHAM, MARIE MINIMUM BID: \$4,900.00	551 11-12	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	
21	024-190-034-000; 092-001 LAST ASSESSEE: DARWAL, ARSALAN MINIMUM BID: \$2,650.00	560 11-12	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	
22	024-190-052-000; 092-005 LAST ASSESSEE: WRIGHT, HOWARD E & BETTY A HW MINIMUM BID: \$2,560.00	581 11-12	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	
23	024-320-004-000; 092-001 LAST ASSESSEE: DARWAL, ARSALAN MINIMUM BID: \$2,050.00	585 11-12	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	
24	026-131-012-000; 092-007 LAST ASSESSEE: CADEVA, FELIPE M MINIMUM BID: \$9,800.00	601 11-12	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	
25	026-131-044-000; 092-007 LAST ASSESSEE: CADEVA, FELIPE M MINIMUM BID: \$5,300.00	603 11-12	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	
26	030-132-014-000; 001-000 LAST ASSESSEE: LOGSDON, ROBERTA F MINIMUM BID: \$4,250.00	645 11-12	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM
December 12, 2017

SUBMITTED BY: Department of Finance - Becky Valenzuela
SUBJECT: DIRECTOR OF FINANCE'S 2018 STATEMENT OF INVESTMENT POLICY
SUMMARY:

Overview:

In accordance with Government Code sections 27133 and 53646, the Director of Finance may annually render to the Board of Supervisors and to the County Treasury Oversight Committee a statement of investment policy, which the Board shall review and approve at a public meeting. Any change in the Policy shall also be reviewed and approved by the Board at a public meeting.

Recommendation:

Approve the Director of Finance's 2018 Statement of Investment Policy.

Fiscal Impact:

None.

Advisory Board Statement:

The County Treasury Oversight Committee reviewed and approved the Director of Finance's 2018 Statement of Investment Policy on December 4, 2017.

Pursuant to Government Code section 27132 the Committee members are: Larry Spikes, Board appointed member, Becky Valenzuela, Director of Finance, Steve Corl, representative for the Kings County Superintendent of Schools, Julie Fagundes, representative for the school districts, Bobby Lee, representative for the special districts, Travis Mann, representative for the public, and Tammy Phelps, Assistant Director of Finance - Treasury.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

DIRECTOR OF FINANCE'S 2018 STATEMENT OF INVESTMENT POLICY

December 12, 2017

Page 2 of 2

BACKGROUND:

The Director of Finance's 2018 Statement of Investment Policy reflects the addition of Bank of the West as a firm designated for the purchase of money market mutual funds. It also reflects deletion of Bank of America and the modification of CalTrust Heritage Money Market Fund-Select, managed by Wells Fargo to CalTrust.

Your consideration for approval of the Director of Finance's 2018 Statement of Investment Policy is respectfully requested.

COUNTY OF KINGS

DIRECTOR OF FINANCE'S

STATEMENT OF

INVESTMENT POLICY

JANUARY 1, 2018



Rebecca Valenzuela, CPA, CGMA
Director of Finance

Approved by CTOC December 4, 2017
Approved by BOS December 12, 2017

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I. AUTHORITY

Kings County Ordinance No.557, adopted on January 14, 1997 as an urgency ordinance, delegated to the County Director of Finance the authority to continue to invest or reinvest the funds of the County and the funds of other depositors in the County treasury, pursuant to Section 53600 et seq., inclusive of Section 53684, of the California Government Code. The County Director of Finance, as agent of the county, trustee, and fiduciary, assumes full responsibility for the investment program. The Board of Supervisors shall annually review the Director of Finance's performance and may annually renew this delegation of authority for a one-year period pursuant to Government Code 53607. The Board of Supervisors may also revoke the investment authority by County ordinance.

II. POLICY STATEMENT

Annually, the County Director of Finance shall prepare an Investment Policy, pursuant to G.C. 27133 and G.C. 53646, that will be reviewed by the County Treasury Oversight Committee and rendered for approval to the Board of Supervisors and local agencies.

The purpose of this Statement of Investment Policy (Policy) is to establish cash management and investment guidelines for the County Director of Finance, who is responsible for the stewardship of the Kings County Investment Pool. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., Section 53635 et seq., and this policy. All portfolio activities will be judged by the Standard of the Prudence and ranking of investment objectives. Those activities which violate its spirit and intent will be deemed to be contrary to the policy.

III. POOLED INVESTMENT FUND OVERSIGHT COMMITTEE

In accordance with California Government Code Section 27130 et seq., the Board of Supervisors, in consultation with the County Director of Finance, has created a County Treasury Oversight Committee (Resolution No. 95-081, December 5, 1995) to allow local agency representatives participation in the policies that guide the investment of depositor funds. The primary responsibilities of the committee include: (a) to review and monitor the County Director of Finance's Statement of Investment Policy, (b) to cause an annual audit to be conducted to determine the County Treasury's compliance, and (c) to establish criteria for depositor withdrawal of funds for the purpose of investing or depositing outside the County Treasury pool. The meeting of the Oversight Committee shall be open to the public and subject to the Ralph M. Brown Act.

A member of the Oversight Committee may not be employed by an entity that has contributed to the campaign for any member of a legislative body of any local agency that has deposited funds into the county treasury, in the previous three years or during the period that the employee is a member of the committee. While serving on the Oversight Committee, a member may not directly or indirectly raise money for any member of a legislative body of any local agency that has deposited funds into the county treasury. Finally, a member may not secure employment with, or

be employed by, bond underwriters, bond counsel, security brokerages or dealers, or a financial services firms, with whom the Director of Finance is doing business during the period that the person is a member of the committee or for one year after leaving the committee.

The Oversight Committee is not allowed to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the County treasury and investment operations.

IV. INVESTMENT OBJECTIVES

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

A. SAFETY OF PRINCIPAL - The preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they are from securities default or erosion of market value. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk is mitigated by: (a) limiting investments to the safest types of securities; (b) pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the Treasury will do business; and (c) diversifying the investment portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk is mitigated by: (a) structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and (b) by investing operating funds primarily in shorter-term securities.

B. LIQUIDITY - As a second objective, the Pooled Investment Fund should remain sufficiently flexible to enable the County Director of Finance to meet all operating requirements which may be reasonably anticipated in any depositor's fund. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). No more than 35% of the portfolio may be invested in securities maturing in three to five years and during peak tax collection no more than 30%. Percent restrictions shall be applicable only for the date of purchase. Any future percent deviations due to cash flow demands reducing the total investment portfolio shall not be considered out of compliance. Furthermore, since all possible cash demands cannot be anticipated, the portfolio shall consist largely of securities with active secondary or resale markets (dynamic liquidity).

C. PUBLIC TRUST - In managing the Pooled Investment Fund, the County Director of Finance and the authorized investment staff should avoid any transactions that might impair public confidence in Kings County and the participating local agencies. Investments should be made

with precision and care, considering the probable safety of the capital as well as the probable income to be derived.

D. MAXIMUM RATE OF RETURN - As the fourth objective, the Pooled investment Fund is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities can be sold prior to maturity for the following reasons: (1) a declining credit security to minimize loss of principal; (2) a security swap to improve the quality, yield, or target duration in the portfolio; (3) the liquidity needs of the portfolio require that the security be sold; (4) a call notification of a make-whole bond which, given unfavorable market conditions, could deteriorate the price of the bond on the redemption date, or (5) to realize a profit. If there is a realized loss of principal, the loss will first be allocated against the interest earned in the current quarter on the sold security. If the security's current interest is not sufficient to cover the loss, then the Director of Finance may allocate the loss against a profit realized from selling a security in the same quarter, and/or the total current and future portfolio interest earnings. In the event of an imminent loss of principal for which the security's interest would not be sufficient to cover the loss, the Director of Finance may withhold from the total current and future portfolio interest earnings to reserve against a future maximum anticipated actual loss.

V. STANDARD OF CARE

A. PRUDENCE - The County Director of Finance, as a trustee and therefore a fiduciary, is subject to the Prudent Investor Standard-which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the county treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the county and other depositors, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors." The standard of prudence to be used by investment staff shall be the "prudent person" standard, which provides, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, liquidity needs, as well as the probable income to be derived." This standard shall be applied in the context of managing an overall portfolio.

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds the County Director of Finance shall act with the care, skill, prudence and diligence to meet the aims of the investment objectives listed in order in Section IV., Investment Objectives. Investment staff acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or

market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

B. ETHICS AND CONFLICT OF INTEREST - Treasury staff involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. The investment staff shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. The investment staff shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the treasury.

Pursuant to Government Code Section 27133(d), the County Director of Finance, individual Treasury employees, or any member of the County Treasury Oversight Committee may not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business in an amount exceeding \$50.00.

C. DELEGATION OF AUTHORITY - Authority to manage the investment program is granted to the County Director of Finance by the Kings County Board of Supervisors. The moneys invested will be actively managed by the Director of Finance and his/her staff, who shall carry out established written procedures and internal controls for the operation of the investment program consistent with this Policy. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate staff. (See also Safekeeping and Custody, Internal Controls VI B. below). The authority to execute investment transactions for the portfolio shall be limited to the Assistant Director of Finance - Treasury, the Treasury Manager, and in the absence of the Treasury Manager, the Accounting Specialist-Treasury Operations.

VI. SAFEKEEPING AND CUSTODY

A. DEPOSITORY INSTITUTIONS – As far as possible, all money belonging to, or in the custody of the County Director of Finance shall be deposited for safekeeping in state or national banks selected by the Director of Finance, or may be invested as set forth in Section VII. To be eligible to receive funds, the bank shall have received an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California’s communities pursuant to Section 2906 of Title 12 of the United States Code.

B. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS - Schedule 1- Statement of Authorized Firms, on page 15, is a list of County Director of Finance approved financial institutions and broker/dealers authorized to provide investment services to the Treasury. Authorized firms can be added or deleted only with the Director of Finance’s approval. Any changes will result in modification to Schedule 1, but will not be considered a revision to this policy. Changes to authorized firms shall be reported to the County Treasury Oversight Committee and Board of Supervisors within two (2) weeks. The authorized parties include mostly

"primary" dealers selected on the basis of creditworthiness, capital adequacy, availability of investment inventory, and experience in trading in authorized investments. Firms utilized for money market mutual funds must either attain the highest ranking or the highest letter and numerical rating provided by not less than two of the three largest nationally recognized statistical-rating organizations (NRSRO) OR have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience (i) investing in the securities and obligations as authorized in G.C. 53601, or (ii) managing money market mutual funds; and have assets under management in excess of five hundred million dollars (\$500,000,000). All financial institutions and broker/dealers who desire to become qualified firms for County Treasury investment transactions must supply the audited financial statements, proof of National Association of Securities Dealers (NASD) certification, proof of State registration, completed broker/dealer questionnaire, and certification of having read the Kings County Investment Policy. An annual review of the financial condition of qualified firms will be conducted by the Treasury Manager.

The Treasury shall not do any investment business with any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution, in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to any member of the Board of Supervisors or any candidate for those offices. Firms must provide corporate policy statements regarding compliance with political contributions limitations of Rule G-37.

C. INTERNAL CONTROLS - The County Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the investment portfolio are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Daily, or when next available, the County Director of Finance or designee will

(1) Review and initial all Investment Purchase Orders to verify compliance with the overall Policy, Investment Parameters, and Authorized Institutions.

(2) Review and initial the "Daily Balance Sheet" to insure continuous compliance of portfolio investments (percentage distribution) to the Policy and Investment Parameters.

Weekly, the County Director of Finance or designee will verify that the Portfolio Percentage Report by investment type is balanced to the Daily Balance Sheet.

Monthly, all funds maintained by the County Director of Finance, including cash in treasury, deposits in transit, Kings County Department of Finance's checking account balance, and investment holdings will be audited by the County Department of Finance – Accounting Division.

Quarterly, the County Director of Finance or designee will report compliance of the investment portfolio to the Director of Finance's Statement of Investment Policy. (See Section IX. Reporting Methods on page 12)

Annually, the County Treasury Oversight Committee shall hire an external auditor to conduct an independent review to assure compliance of the Director of Finance's investment activities with the Statement of Investment Policy.

D. SAFEKEEPING - All securities purchased either outright or on repurchase agreements shall be held in safekeeping by a third party bank trust department acting as agent for the County under terms of a custody agreement executed by the bank and the Director of Finance. The only exceptions authorized are purchases from Local Agency Investment Fund (LAIF), collateralized time deposits, collateralized bank money market accounts, and investments in money market mutual funds.

E. VOLUNTARY DEPOSITORS - If a local agency determines the agency has excess funds which are not required for immediate use and with the consent of the County Director of Finance, the legislative or governing body may, by resolution or minute order, authorize the deposit of excess funds into the County Treasury for the purpose of investment pursuant to Government Code Section 53635. At no time will the County Treasury accept deposits of personal funds unless by Court order.

The County Director of Finance shall, on a case by case basis, determine the terms and conditions under which a city, public district, or any public or municipal corporations located within Kings County, and not required to deposit their funds in the County Treasury, may voluntarily deposit funds for investment purposes. The County Director of Finance shall evaluate each proposed deposit request prior to approving the deposit into the Treasury. The County Director of Finance must make a finding that the proposed deposit will not adversely affect the interests of the other depositors in the County Investment pool, prior to approving the deposit.

F. WITHDRAWAL OF FUNDS FOR EXTERNAL INVESTMENT -The County Treasury Oversight Committee's approved policy statement on "Treasury Restrictions on Withdrawal for External Investment" establishes the terms and conditions for Treasury depositors withdrawing funds for investment outside the County investment pool. (See Appendix A on page 17 and 18)

Any local agency, public entity, or public official that has funds on deposit in the County Treasury investment pool and that seeks to withdraw funds for the purpose of investing or depositing those funds outside the County Treasury pool, shall submit a resolution or minute order approved by the legislative or governing body requesting the withdrawal of the funds. Funds withdrawn shall become the responsibility of the requesting legislative body, and the Director of Finance will be held harmless from liability.

The County Director of Finance shall evaluate each proposed withdrawal for its consistency with the County Treasury Oversight Committee policy prior to approving the withdrawal. The County

Director of Finance must also make a finding that the proposed withdrawal will not adversely affect the interests of the other depositors in the County Treasury pool, prior to approving the withdrawal.

VII. SUITABLE AND AUTHORIZED INVESTMENTS

- A. **INVESTMENT TYPES** - The County treasury may invest money among the following authorized investments and within the limits imposed by Government Code 53601 et seq. or 53635 et seq., or as more further restricted in Schedule 2-Investment Parameters on page 16:
1. **United States Treasury Bills, Notes, Bonds, and Certificates of Indebtedness**, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
 2. **Registered state warrants or treasury notes or bonds of the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.
 3. **Registered treasury notes or bonds of any of the other 49 states** including bonds payable solely out of the revenues from revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
 4. **Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
 5. **Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
 6. **Banker's Acceptances (BA)** otherwise known as Bills of Exchange or Time Drafts, both domestic and foreign, drawn on and accepted by a commercial bank.
 7. **Commercial Paper (CP)** of "prime" quality issued by corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000).
 8. **Negotiable Certificates of Deposit** issued by a nationally or state chartered bank or a savings association or federal association, or by a federally- or state-licensed branch of a foreign bank.

9. Certificates of Deposit Account Registry Service (CDARS) placed with a local CDARS member. CDARS are fully insured as to principal and interest that may be accrued by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

10. Collateralized Time Deposits issued by a nationally or state-chartered bank or savings and loan association within the State of California with an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California’s communities pursuant to Section 2906 of Title 12 of the United States Code.

11. Repurchase Agreements or Reverse Repurchase Agreements, or Securites Lending Agreement purchased in compliance with the Government Code 53601(j). Repurchase agreements must be issued by nationally or state-chartered banks or primary security dealers with whom the County Director of Finance has entered into a Master Repurchase Agreement.

12. Medium Term Corporate Notes (MTN), defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

13. Shares of Beneficial Interest issued by diversified management companies (1) that invests in the securities and obligations as authorized by subdivision (a) to (k), inclusive, or subdivisions (m) to (o) inclusive of Government Code 53601, and that comply with the investment restrictions of Article 2 of the Government Code (commencing with Section 53630), or (2) that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. (15 U.S.C. Sec 80a-1, and following.)

14. Local Agency Investment Fund (LAIF) an investment pool created by Government Code 16429.1 in which the State Treasurer invests pooled political subdivision funds.

15. Notes, Bonds, or other obligations secured by a valid first priority security interest in eligible securities listed in Section 53651 having a market value at least equal to that required by Section 53652.

16. Shares of beneficial interest issued by joint powers authority organized pursuant to Government Code Section 6509.7 that invests as authorized in subdivision (1) (2) of Government Code Section 53601.

17. Supranational Debt Obligations United States dollar-denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB) only, eligible for purchase and sale within the United States. Authorized by CGC 53601 (q) and this policy.

B. RESTRICTIONS ON AUTHORIZED INVESTMENTS- In accordance with G.C. 53601.6, the County Treasury shall not invest any funds in inverse floaters, range notes, or mortgage derived interest-only strips. Additionally, no funds shall be invested in any security that could result in zero interest accrual if held to maturity. No funds shall be invested in Medium Term Corporate Notes with a make-whole call provision that, at time of purchase, are priced at a premium. No shares of beneficial interest will be purchased where the principal dollars invested are subject to daily net asset value (NAV) adjustments of the fund's portfolio except for the CalTrust Heritage Money Market Fund – Select, managed by Wells Fargo. The Treasury shall not invest in financial options and futures contracts directly, but may purchase authorized investments of callable securities with imbedded call provisions. The Treasury will not purchase an authorized investment below the credit quality restriction of Schedule 2 - Investment Parameters, but may elect to hold an instrument to maturity that has been later downgraded by the nationally recognized statistical-rating organization i.e. Moody's, Standard and Poors, or Fitch.

C. COMPETITIVE BIDDING - Bids for investment products shall be taken from a minimum of three authorized institutions. Awards will be made giving consideration to safety, liquidity, a balanced portfolio, and diversification. Exceptions to the above would involve repurchase agreements, securities possessing unique characteristics which would make competitive bidding impractical, or market circumstances in which competitive bidding could be adverse to the best interest of the Director of Finance's investment program.

D. COLLATERALIZATION - In accordance with California Government Code 53652, 53601 (j) full collateralization of public deposits is required for collateralized time deposits, collateralized bank money market accounts, and repurchase agreements. The Director of Finance may waive collateralization for that portion of any deposit that is fully insured by the FDIC per Government Code 53653.

VIII. INVESTMENT PARAMETERS

A. DIVERSIFICATION - The investments will be diversified by security type and institution within the percent restrictions of Government Code 53601, 53601.8, 53635, 53635.2, and 53635.8 or as further defined in Schedule 2, Investment Parameters. Percent restrictions shall be applicable only for the date of purchase. Any future percent deviations due to cash flow demands reducing the total investment portfolio shall not be considered out of compliance. Maximum investment amounts in any issuer name shall be limited as provided in the Investment Parameters on page 16.

B. MAXIMUM MATURITIES - Maturity limitations for each instrument type shall be restricted as provided in Government Code 53601, 53601.8, 53635, and 53635.8 or as further defined in Schedule 2 - Investment Parameters on page 16. No investment shall be made in any security, other than a security underlying a repurchase agreement authorized in this policy, which at the time of investment has a term remaining to maturity in excess of five years, unless a legislative body has granted express authority to make that investment either specifically or as part of an investment program approved by that legislative body no less than three months prior to the investment.

IX. REPORTING

A. METHODS - The County Director of Finance or designee shall prepare an investment report at least quarterly, including a succinct management summary that provides a clear picture of the status of the investment portfolio. This summary will be prepared in a manner, which will allow the reader to ascertain whether investment activities have conformed to the investment policy.

The report will be provided within 30 days following the end of the quarter covered by the report and submitted to the County Board of Supervisors, County Administrative Officer, Finance Director, other members of the County Treasury Oversight Committee, and pool participants.

The report will include the following:

1. A Statement of Compliance with the Investment Policy.
2. A listing of individual securities and moneys held at the end of the reporting period to include:
 - (a) The type of instrument.
 - (b) The name of the issuer.
 - (c) Purchase date, maturity date, and days to maturity.
 - (d) Issuers rating.(Long term or short term, as appropriate)
 - (e) Par and dollar amount invested in each security.
 - (f) The current market value of securities as of the date of the report and the source of the valuation.
3. A statement estimating the ability of the County Treasury to meet its pool's expenditure requirement for the next six months.
4. A statement of the method of interest accounting used.
5. Portfolio Sector Allocation and Quality Allocation graphs.
6. A Statement of Interest Earnings Report for the Quarter.
7. If applicable, a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, but excluding funds deposited into the Local Agency Investment Fund administered by the State Treasurer.

B. QUARTERLY INTEREST CALCULATION AND APPORTIONMENT - Gross interest for the quarter is the total interest earned on an accrual basis on the Treasury portfolio investments for that quarter. Administrative expenses pursuant to G.C. 27013 are deducted to arrive at net interest to be apportioned. Administrative expenses consist of audit expenses, direct banking expenses, not otherwise recovered directly from Treasury depositors, safekeeping fees, plus actual quarterly Treasury operational expenses. The net earnings for the quarter are divided

by the Treasury's total average daily balance creating an "interest allocation factor" or "daily interest factor" for each average dollar invested. Multiply the "interest allocation factor" by the quarterly average daily balance of each fund to determine the interest earnings for each fund. Interest is apportioned quarterly to all depositors in the Treasury pool. The "interest allocation factor" can be converted into the annualized quarterly interest rate; multiply the factor by the number of days in the year, and divide that answer by the number of days in the quarter.

X. POLICY EXCEPTIONS & REVISIONS

A. EXEMPTION - Any previously legal investments, that settled prior to the effective date and that no longer meet the current guidelines of this Policy, shall be exempted from the new requirements. At maturity or liquidation, such moneys shall be reinvested only as provided by this Policy.

Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance thereof. The proceeds of sales, or funds set aside for the repayment, of any notes or other indebtedness issued shall not be invested for a term that exceeds the term of the notes.

B. AMENDMENTS - This policy shall be reviewed at least on an annual basis. Any changes shall be submitted by the Director of Finance to the County Treasury Oversight Committee for consideration and comments, and the Board of Supervisors for review and approval.

**KINGS COUNTY DIRECTOR OF FINANCE'S
SCHEDULE 1 - STATEMENT OF AUTHORIZED FIRMS**

The Treasury is authorized to conduct investment security transactions with the following investment firms and broker/dealers, many of which are designated by the Federal Reserve Bank as primary government dealers. Security transactions with firms, other than those appearing on this list, are prohibited.

- A. Firms designated by the Federal Reserve Bank as Primary Government Dealers or a division of a Primary Dealer:

UBS Financial Services Inc., an affiliate of UBS Securities LLC
RBC Capital Markets, LLC
Jefferies LLC
Wells Fargo Securities, LLC

- B. 1. Banks identified as one of the top 100 banks in the world, or
2. Banks, brokers or dealers whose transactions are guaranteed by one of the top 100 banks in the world, or
3. Banks, brokers or dealers whose parent company is one of the top 100 banks in the world.

- C. Firms designated for the purchase of money market mutual funds pursuant to G.C. 53601 (l) and (p):

BlackRock
Bank of the West
CalTRUST

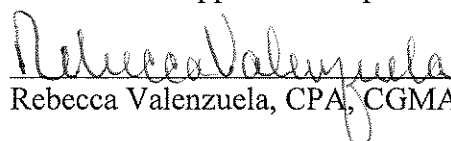
- D. Firms designated for repurchase agreements with Master Repurchase Agreements on file:

UBS Financial Services Inc., an affiliate of UBS Securities LLC

- E. State of California, Local Agency Investment Fund

- F. Purchases directly from major issuers of commercial paper, bankers acceptances, negotiable certificates of deposit, or collateralized time deposits, meeting the requirements set forth in section 53635, 53601(g), 53601(i), 53601(n), respectively, and 53635.2 of the California Government Code.

To ensure compliance with the County Director of Finance's Investment Policy, firms designated in A and C above are supplied a complete copy of the policy and must certify having read it.



Rebecca Valenzuela, CPA, CGMA, Director of Finance

Dated: December 4, 2017

SCHEDULE 2 – INVESTMENT PARAMETERS (Revised 11/18/15)

AUTHORIZED INVESTMENTS	DIVERSIFICATION	PURCHASE RESTRICTIONS	MATURITY	CREDIT QUALITY (NRSRO)
U.S. Treasury notes, bills, bonds or other certificates of indebtedness	95% Max.	None	Max. 5 years	N/A
Notes, participations, or obligations issued by Federal agencies or United States government-sponsored enterprises (GSE)	85% Max.	None	Max. 5 years	N/A
Bonds, notes, warrants or certificates of indebtedness issued by the State of California or local agencies or County of Kings or any other State	20% or \$20mm Max.	None	Max. 5 years unless prior BOS approval	L/T rating A or A2 or better
Bankers Acceptances	40% Max.	Max. \$5mm any one name	Max. 180 days	S/T rating A-1 or P-1 L/T rating (if Outstanding) AA- or Aa3 or better
Commercial paper of corporations organized and operating within the U.S. with total assets exceeding \$500 mm	40% Max.	Max. 10% in any one name, No Extendable CP	Max. 270 days.	S/T rating A-1 or P-1 L/T rating (if Outstanding) AA- or Aa3 or better
State of California Local Agency Investment Fund	Max. Dollars allowed by State Treasurer	Max. Transactions allowed by State Treasurer	Overnight liquidity	N/A
Negotiable CD's issued by National or State chartered banks or a federally- or state- licensed branch of a foreign bank	25% Max. (CDs + CDARS)	G.C. 53638 policy restrictions	Max. 3 years	L/T rating AA- or Aa3 or better
Certificates of Deposit Account Registry Service (CDARS)	25% Max (CDs + CDARS)	G.C. 53601.8 & 53635.8 conditions apply	Max. 3 years	100% FDIC/NCUA insured as to Principal and Interest
Collateralized Time Deposits.	10% Max.	Collateral policy restrictions G.C. 53601(n)	Max. 24 months	
Repurchase Agreements with collateral restricted to U. S. Treasury, Federal Agencies, or United States government-sponsored enterprises (GSE)	10% Max.	Master Repurchase and Tri-Party Custodial Agreements to be on file. 102% haircut	Max. 1 year	
Reverse Repurchase Agreements or Securities Lending on U.S. Treasury & Federal Agency Securities in portfolio	10% Max with approval of the Director of Finance	G.C. 53601(j) Reverse Repurchase and Securities Lending restrictions	Max. 92 days unless guaranteed spread	
Corporate Notes on U.S. Corp or U.S. Subsidiary of a foreign corp.	30% Max.	Max. \$15mm any one name Make - Whole Call Restrictions	Max. 5 years	L/T rating AA- or Aa3 or better
Asset Backed Securities on U.S. Corp.	0% Max.	Not authorized	Not authorized	Not Authorized
Money Market mutual funds that invest in eligible securities meeting Government Code requirements.	20% Max.	Fund 5 years or more old NAV pricing <i>restriction</i> No front or back loads	Overnight liquidity	L/T rating: Highest rating from two NRSRO, i.e. AAA, Aaa, etc. Retain Investment Advisor per G.C. 53601(l) & (p)
Supranationals – Washington dollar denominated IBRD, IFC or IADB	20% Max. 10% per Name	Max. 10% in any one name	Max. 5 years	L/T rating: Highest rating from two NRSRO, i.e. AAA, Aaa, etc.

APPENDIX A

COUNTY TREASURY OVERSIGHT COMMITTEE

Policy Statement and Authorized Practice Approved March 4, 1996

Treasury Restrictions on Withdrawal for External Investment

Authorization: Pursuant to Government Code Section 27130 and Kings County Board of Supervisor's Resolution No. 95-081, dated December 5, 1995, the Kings County Treasury Oversight Committee is authorized to establish criteria on the withdrawal of funds on deposit in the County Treasury investment pool for the purpose of investing or depositing those funds outside the County Treasury pool.

Request for Withdrawal: Any local agency, public entity, or public official that has funds on deposit in the County Treasury investment pool and that seeks to withdraw funds for external deposit or investment, shall first submit a request by resolution or minute order approved by the legislative or governing body for withdrawal of the funds.

Assessment of Withdrawal Impact: The County Director of Finance shall evaluate all requests for withdrawal to determine if the interests of the other Treasury depositors in the County Treasury pool will be adversely affected. If the County Director of Finance determines that the combined number of requests or total dollar amount requested is sufficient to constitute a "run on the treasury", no withdrawal requests shall be processed until the County Treasury Oversight Committee has reviewed the treasury financial position and assists the Director of Finance in establishing an action plan.

Approval or Disapproval: The County Director of Finance shall approve all requests upon the finding that other Treasury depositors will not be adversely affected. If other Treasury depositors are perceived to be adversely impacted, the County Director of Finance may postpone action on any withdrawal request until the County Treasury Oversight Committee has reviewed the situation.

Approved Withdrawal Criteria: Approved withdrawals will be processed dependent on availability of funds, the type of investments required to be liquidated, market conditions, settlement periods, and dollar amounts to be withdrawn. The following are target goals for withdrawals:

- a. If adequate liquidity exists in short term investments and requires minimal liquidation and settlement, withdrawals of amounts up to \$1,000,000.00 shall be processed immediately upon the County Director of Finance's approval.
- b. If the County Treasury liquidity position is such as to require liquidation of more difficult investment(s), the below processing times shall apply based on the withdrawal dollar amounts and market factors.
 - (1). If the withdrawal amount is less than \$1,000,000.00, and favorable market conditions exist, requests shall be processed within three workdays.

(2). If the withdrawal amount is greater than \$1,000,000.00, or unfavorable market conditions exist, requests shall be processed within five workdays.

Disclaimer of Liability: Any and all funds withdrawn from the County Treasury investment pool for the purpose of investing or depositing such funds outside the pool shall become the responsibility of the legislative body requesting the action. The County Director of Finance or County of Kings shall in no manner be held responsible or liable for withdrawn funds or investments purchased with said funds. The request of any legislative body, by resolution or minute order, authorizing the withdrawal of funds for deposit or investment outside the County Treasury investment pool must provide a disclaimer of liability. The Director of Finance shall not honor any such withdrawal request if a disclaimer clause is not provided.

GLOSSARY OF TERMS

AGENCIES OR FEDERAL AGENCIES: Federal sponsored agency securities including discount notes, or interest bearing notes, and bonds. The agencies were created by Congress to reduce the cost of capital for certain borrowing sectors of the economy deemed to be important enough to warrant assistance, such as farmers, homeowners, and students.

ASKED PRICE: The lowest price at which a dealer is willing to sell a security.

BANKERS ACCEPTANCES (BA'S): A time draft or bill of exchange that is accepted payment by banks engaged in financing of international trade. The accepting institution guarantees payment of the bill as well as the issuer.

BID: Price at which someone is willing here and now to purchase a security.

BOOK VALUE: The value at which a security is carried on the inventory list or other financial records of an investor. The Book Value may differ significantly from the security's current value in the market.

BROKER: Person or firm acting as intermediary between buyer and seller.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CERTIFICATES OF DEPOSIT (CD'S): A time deposit with a specific maturity evidenced by a certificate. They are issued in two forms negotiable and collateralized.

Negotiable Certificates of Deposit: May be sold by one holder to another prior to maturity. The issuing bank agrees to pay the amount of the deposit plus interest earned to the BEARER of the certificate at maturity.

Collateralized Time Deposits: These certificates are collateralized and are not money market instruments since they cannot be traded in the secondary market. They are issued on a fixed maturity basis and fixed payee.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICES (CDARS): Certificates of Deposit that are placed by a member bank with commercial banks, savings banks, savings and loan associations, or credit unions, such that the principal and all accrued interest during the term of the certificate are fully insured by either the FDIC OR NCUA.

COLLATERAL: Securities pledged by a bank to secure deposits of public funds, or an asset pledged by a borrower to a lender.

COMMERCIAL PAPER: An unsecured short-term promissory note issued by corporations with maturities ranging from 2 to 270 days.

COUNTY TREASURY OVERSIGHT COMMITTEE: A committee established by Board of Supervisors Resolution No. 95-081, dated December 5, 1995 to allow local agency representatives participation in the policies that guide the investment of depositor funds. The primary responsibilities include: (1) review and monitor the County Director of Finance's investment policy, (2) cause an annual audit to be conducted to determine the county treasury's compliance, and (3) establish criteria for depositor withdrawal of funds for the purpose of investing or depositing outside the county treasury pool.

COUPON RATE: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transaction, buying and selling for his own account.

DEBENTURE: A longer-term debt instrument issued by a corporation that is unsecured by other collateral. Hence, only the good faith and credit standing of the issuer backs the security.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery vs. payment and delivery vs. receipt. Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills

DIVERSIFICATION: A process of investing assets among a range of security types by sector, maturity, and quality rating.

DOLLAR WEIGHTED AVERAGE MATURITY: The sum of the amount of each outstanding investment multiplied by the number of days to maturity, divided by the total amount of outstanding investments.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

FEDERAL FARM CREDIT BANKS (FFCB): is a nationwide system of lending institutions that provide credit and related services to farmers, ranchers, producers and harvesters of agricultural products, and other farm related businesses.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan association. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC) : is a federally chartered and stockholder-owned corporation. Freddie Mac purchases mortgage loans from qualified financial institutions and resales these loans in the form of guaranteed mortgage securities.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional Federal Reserve Banks, their 24 branches, and all national and state banks that are members of the system.

FLOATER: A derivative that has its coupon determined by using the yield of other securities.

FUTURES: Futures contracts are the units of trading at a commodity exchange. They are legally binding agreements made within the confines of an exchange trading area. All futures contracts call for the purchase or sale of a physical commodity or financial instrument on dates from one month to more than two years in the future.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae) Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institution. Security holder is protected by full faith and credit of the U.S. Government. Ginnie MAE securities are backed by the FHA, VA, or FMHM mortgages. The term "passthroughs" is often used to describe Ginnie Maes.

GOVERNMENT-SPONSORED ENTERPRISES (GSE): General term for several privately owned, publicly chartered agencies created to reduce borrowing costs for certain sectors of the economy such as farmers, homeowners and students. The GSEs that issue debt instruments include: Federal Home Loan Banks, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Farm Credit System, Federal Agricultural Mortgage Corporation, and the Student Loan Marketing Association.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable sales can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): The aggregate of all funds from political subdivisions that are placed in the custody of the California State Treasurer for investment and reinvestment.

MARKET RISK: The risk that the value of a security will rise or decline as a result of changes in market conditions.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, etc.).

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO) Independent credit rating agencies which are utilized to analyze and rate the quality of the issuers underlying debt.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.)

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

OPTIONS: The buyer of a call option has the right to buy the underlying security at fixed price. The option seller is obligated to sell the security if the buyer chooses to exercise the option.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealer, banks and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In California the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities approved by the State, the authorized investments. The trustee may invest in a security if it is one, which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK: The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, this is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT: A dealer of securities buys securities from an investor with an agreement to sell them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" or "investor" money for the period of the agreement, and the terms of the agreement are structured to compensate the dealer for this. Investors use reverse-repos to meet temporary cash shortages without liquidating the investments.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITY: Any investment instrument authorized for purchase under Government Code 53601 or 53635.

SECURITIES AND EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investor in securities transactions by administering securities legislation.

SECURITIES LENDING AGREEMENT: An agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

SUPRANATIONALS: An international organization, or union, whereby member states transcend national boundaries or interests to share in the decision-making and vote on issues pertaining to the wider grouping.

SURPLUS FUNDS: All moneys are not required to meet the banks demands on the treasury to redeem check warrants on any given day are considered "surplus funds" for investments.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY NOTES: A interest bearing security issued by the U.S. Treasury to finance the Federal debt with a maturity range of from zero to ten years.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities between ten to thirty years.

TRI-PARTY CUSTODIAL AGREEMENT: A third party custodian bank agrees to safekeep the repo collateral in a segregated custody account for the client. The custodian bank independently prices the collateral and ensures that the collateral is properly securitized.

UNIFORM NET CAPITAL RULE (SEC RULE 15C3-1): Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period of the date of purchase to the date of maturity of the bond.

YIELD-TO-CALL (YTC): The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

YIELD CURVE: A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

YIELD-TO-MATURITY: The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 12, 2017

SUBMITTED BY: Fire Department – Clay Smith/Matthew Boyett
SUBJECT: FINANCING FOR NEW FIRE PATROL TRUCKS

SUMMARY:

Overview:

With an increasingly aging fleet, the Kings County Fire Department budgeted and was approved for three new patrol vehicles in the Fiscal Year 17/18 budget. The Fire Department has worked closely with the Finance Department to help secure appropriate financing for the purchase. After receiving and reviewing three different financing options from three different vendors, the Fire Department and the Finance Department recommend the Fire Department enter into a four year financing agreement with Government Capital Corporation.

Recommendation:

Adopt the resolution authorizing Chairman of the Board and Fire Chief to sign the lease purchase agreement and all supporting documents between the County of Kings and the Government Capital Corporation for financing of new fire patrols.

Fiscal Impact:

There is no fiscal impact to the General Fund. The Fire Department will pay \$288,377 over the life of the four year financing agreement. Each year, the Fire Department will make payments in the amount of \$57,094 which is \$6,908 less than originally budgeted. These payments will be made from a combination of Fund 1200, Budget Unit 241000, Accounts 82302200 Capital Leases, 82302300 Lease Principal, and 82305100 Interest Expense.

Payment No.	Payment Date	Total Payment	Interest Paid	Principal Paid	Buy-Out Opt.
1	01/15/2018	\$ 57,094	\$ 536	\$ 56,558	N/A
2	01/15/2019	\$ 57,094	\$ 4,616	\$ 52,478	\$ 110,206
3	01/15/2020	\$ 57,094	\$ 3,120	\$ 53,974	\$ 55,756
4	01/15/2021	\$ 57,094	\$ 1,582	\$ 55,512	\$ 1.00
Grand Totals		\$228,376	\$ 9,854	\$ 218,522	

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: ____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FINANCING FOR NEW FIRE PATROL TRUCKS

December 12, 2017

Page 2 of 2

BACKGROUND:

Upon approval from the Board of the FY 17/18 budget, the Fire Department along with the Finance Department began looking at different financing options for three new patrol units. These patrol units are 4x4, single-cab trucks equipped with a fire utility bed. These patrols are often used for quick strike fire suppression. During the fire season, the patrol units are often called upon by the State to assist in out-of-county incidents due to maneuverability and effectiveness. The first option came directly from Hanford Dodge and their preferred lessor in Santandar Bank. This option was not feasible as the interest rate was the highest of the three at 5.35%. Another option came through Balboa Capital with a proposal tentatively set at 2.5% with annual payments of \$58,085 including a total cost of funding of \$15,982. The last and best option came from Government Capital which proposed financing as follows: interest rate of 2.85%, estimated yearly payments of \$57,263, and estimated financing charges of \$9,884 over the life of the loan. Based on all three proposals, Government Capital is the least expensive and best option.

This lease agreement has been reviewed and approved by County Counsel.

All lease purchase documents are on file with the Clerk of the Board.

CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT **No.7994** (hereafter referred to as "Agreement") dated as of **December 15, 2017** by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **County of Kings**, a political subdivision or agency of the State of California (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein.

2. Renewal and Non-Appropriation. Lessee agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all Lease Payments called for under Exhibit B, and use its best efforts and take all steps to cause such appropriations to be made. In the event that **(i)** funds for the succeeding fiscal period cannot be obtained, **(ii)** Lessee has exhausted all legally available means for making payment called for under this Agreement, **(iii)** Lessee has invoked and diligently pursued all legal procedures by which payment called for under this agreement may be made, **(iv)** such failure to obtain funds has not resulted from any act or failure to act of Lessee, **(v)** Lessee has not acquired, and has no intent to acquire during the subsequent fiscal period, items of property having functions similar to those the Property or which provide similar benefits to Lessee, and **(vi)** no funds have been appropriated for the acquisition of such property, Lessee may terminate this Agreement at the end of any fiscal period during the payment schedule set forth in Exhibit B by giving notice to Lessor or its successors at least sixty (60) days prior to the first day of such fiscal period for which appropriations cannot be made. Such failure to obtain proper appropriation and approval of the full amount of funds necessary to make required payments hereunder during any fiscal period subsequent to the current fiscal period shall terminate all Lessee's right, title and interest in and obligations under this Agreement and to all the Property, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained.

3. Taxes. In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee's right to terminate this Agreement as specified in Section 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.

(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.



5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

12. No Warranty. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT THE MANUFACTURERS OR THE PARTY WHO SUPPLIED THE PROPERTY TO LESSOR (THE "VENDOR") HAVE MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE. Lessee may communicate with Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole

expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor. Lessee acknowledges that Lessee has selected the Vendor and that Lessee has directed Lessor to acquire the Property from Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a "Finance Lease" within the meaning of the Uniform Commercial Code and that Lessee is entitled to the Vendor's warranties and promises described above, if any. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO ANY SPECIFICATION OR PURCHASE ORDER, OR AS TO THE PROPERTY'S DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, subject to Section 2 hereof, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect those amounts due hereunder as lease payments for the fiscal year in which the default occurs or, in the event of a default continuing from one fiscal year into a subsequent fiscal year(s), to immediately collect as due the lease payments for each year(s) of the continuing default. Under no circumstance shall Lessor, upon default by Lessee, accelerate or collect as due any future annual lease payments for future years remaining, if any, under this Agreement. Require Lessee to perform its other obligations hereunder in which event Lessee shall be liable for those costs and expenses reasonably incurred by Lessor in securing Lessee's performance of this Agreement.

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand or notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the

Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(c) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property. Lessee hereby waives any right which it now has or which might be acquired or conferred upon it by any law or order of any court or other governmental authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof.

16. Assignment. Without Lessor's prior written consent, Lessee will not either **(i)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or **(ii)** sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

17. Personal Property. The Property is and shall at all times be and remain personal property.

18. Title. Upon acceptance of the Property by Lessee hereunder, Lessee shall have title to the Property during the term of this Agreement; however, in the event of **(i)** an Event of Default hereunder and for so long as such Event of Default is continuing, or **(ii)** termination of this Agreement pursuant to the provisions of Section 2 hereof, title shall be reverted immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise.

19. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

20. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

21. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

22. Security Interest. As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds there from, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent or assigns to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the Purchase Money Security Interest herein above granted to Lessor.

23. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2017. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

24. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

25. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2017.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature: _____

Print Name: _____

Print Title: _____

Lessee: County of Kings

Craig Pedersen
Chairman, Board of Supervisors
1400 W. Lacey Blvd.
Hanford, CA 93230

Witness Signature: _____

Print Name: _____

Print Title: _____

EXHIBIT A
DESCRIPTION OF PROPERTY
CALIFORNIA MUNICIPAL LEASE AGREEMENT No.7994 (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, County of Kings
Dated as of December 15, 2017

QTY	DESCRIPTION
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FIRE PATROL VEHICLES as follows:

Three (3)	2018 Ram 5500 Crew 4X4
Three (3)	Douglas Upfit

PROPERTY LOCATION:

Kings County Fire Department
280 North Campus Drive
Hanford, CA 93230

EXHIBIT B

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<
CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT No. 7994
(THE "AGREEMENT")
BY AND BETWEEN

Lessor: Government Capital Corporation and **Lessee:** County of Kings

Schedule dated as of December 15, 2017

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	1/15/2018	\$57,094.33	\$536.29	\$56,558.04	N/A
2	1/15/2019	\$57,094.33	\$4,615.99	\$52,478.34	\$110,205.57
3	1/15/2020	\$57,094.33	\$3,120.36	\$53,973.97	\$55,756.17
4	1/15/2021	\$57,094.33	\$1,582.11	\$55,512.22	\$1.00
Grand Totals		\$228,377.32	\$9,854.75	\$218,522.57	

Rate: 2.85%

Accepted By Lessee: _____
Craig Pedersen, Chairman, Board of Supervisors

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

CALIFORNIA MUNICIPAL LEASE AGREEMENT No.7994 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, County of Kings

Dated as of December 15, 2017

I do hereby certify that I am the duly elected or appointed and acting Clerk, Board of Supervisors (Keeper of the Records), of County of Kings, a political subdivision or agency duly organized and existing under the laws of the State of California that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain California Municipal Lease-Purchase Agreement dated as of, December 15, 2017 between such entity and Government Capital Corporation.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Craig Pedersen	Chairman, Board of Supervisors	_____

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2017.

By: _____
Catherine Venturella, Clerk, Board of Supervisors

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **The following information is provided about insurance:**

INSURANCE COMPANY/AGENT'S:

Name: _____

Address: _____

Phone Number: _____

Policy Number: _____

I, Craig Pedersen, Chairman, Board of Supervisors, of County of Kings ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of December 15, 2017, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW)**

PRIMARY USE _____

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2017.

By Lessee:

Craig Pedersen, Chairman, Board of Supervisors

For Lessee: County of Kings

[to be retyped on letterhead of lessee's counsel]

Government Capital Corporation
Attention Documentation Department
345 Miron Drive
Southlake, TX 76092

RE: California Municipal Lease-Purchase Agreement No.7994.

Dear Lessor,

I have acted as Counsel to County of Kings, with respect to that certain Lease Purchase Agreement No.7994, by and between Government Capital Corporation as Lessor and County of Kings as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of California with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee;
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

Attorney at Law

OFFICE OF THE
KINGS COUNTY COUNSEL

Kings County
Government Center
1400 West Lacey Boulevard,
Building No. 4
Hanford, CA 93230
(559) 852-2445
Fax No.: (559) 584-0865



COLLEEN CARLSON
County Counsel
JULIANA F. GMUR
Assistant County Counsel
Deputies:
CARRIE R. WOOLLEY
DIANE WALKER FREEMAN
RISÉ A. DONLON
FRANK A. RUIZ
DANA PETERS
ANNUREET K. GREWAL

November 28, 2017

Government Capital Corporation
Attention Documentation Department
345 Miron Drive
Southlake, TX 76092

RE: California Municipal Lease-Purchase Agreement No.7994.

Dear Lessor,

I have acted as Counsel to County of Kings, with respect to that certain Lease Purchase Agreement No.7994, by and between Government Capital Corporation as Lessor and County of Kings as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of California with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee;
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

COLLEEN CARLSON
COUNTY COUNSEL

A handwritten signature in black ink, appearing to read "Juliana F. Gmur", is written over the typed name and title.

JULIANA F. GMUR
Assistant County Counsel

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

IN THE MATTER OF AUTHORIZING THE
EXECUTION AND DELIVERY OF A LEASE
WITH OPTION TO PURCHASE, AND
AUTHORIZING CERTAIN ACTIONS
IN CONNECTION THEREWITH _____/

RESOLUTION NO. _____

WHEREAS, the County of Kings (the "County") is a political subdivision of the state of California existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the County desires to provide for financing in the approximate amount of \$219,000.00 for the acquisition of 3 fire patrol vehicles (the "Property"); and

WHEREAS, Government Capital Corporation (the "Corporation") has proposed a cost-effective four year lease purchase financing arrangement at a 2.85% interest rate.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That Chairperson to the County Board of Supervisors (the "Chairperson") is hereby authorized to enter into a Lease with Option to Purchase (the "Lease") with the Corporation to finance the Property, subject to approval as to form by County Counsel. The Chairman of the Board or the Kings County Fire Chief are authorized to release funds on behalf of the agreement.
2. That the Clerk of the Board is hereby authorized and directed to attest the signature of the Chairperson as may be required or appropriate in connection with the execution and delivery of the Lease.
3. That the Chairperson and other officers of the County are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution. Such actions are hereby ratified, confirmed and approved.
4. That the Lease is hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The County, together with all subordinate entities of the County, do not reasonably expect to issue during the calendar year in which the Lease is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

5. That this Resolution shall take effect immediately upon its passage.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the _____ day of _____, 2017, 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 December, 2017.

Clerk of said Board of Supervisor

ESCROW AGREEMENT

CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT No.7994 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, County of Kings
Federal Tax ID#94-6000814 Dated as of December 15, 2017

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of December 15, 2017 ("Agreement Date"), by and among Government Capital Corporation ("Lessor"), County of Kings ("Lessee") and _____ ("Agent").
WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain California Municipal Lease-Purchase Agreement dated as of December 15, 2017, (the "Lease") pursuant to which the property more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of \$216,358.98 ("Escrow Amount") for deposit by Agent in the County of Kings Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Equipment for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Equipment, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on April 30, 2018 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Equipment and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
11. This Agreement may be amended by written agreement executed by all the parties.
12. This Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Lessor: Government Capital Corporation

BY: _____
Authorized Signer

Lessee: County of Kings

BY: _____
Craig Pedersen, Chairman, Board of Supervisors

Agent: _____

BY: _____
Agent Rep, Agent Rep Title

Escrow Disbursement Request Form – Instruction Sheet

***** THE FOLLOWING FORM IS TO PAY YOUR
VENDOR FROM THE ESCROW ACCOUNT*****

To process the payment to your Vendor, please make sure to:

- 1) Print or make copies of the blank **Escrow Disbursement Request Form** if there are multiple disbursements.
- 2) Complete an **Escrow Disbursement Request Form** for each Vendor.
- 3) Attach a copy of your Vendor's Invoice(s).
- 4) Have the Authorized Signer sign the Disbursement Form in BOTH places as well as date the form at the bottom.
- 5) You can fax or e-mail the Disbursement Form to start/begin the disbursement process; however, please send the original by regular mail to avoid delays.

WHEN YOU ARE READY TO PAY YOUR VENDOR, PLEASE FOLLOW THE ABOVE PROCEDURES, AND SEND FORMS TO:

Government Capital Corporation
Attn.: Doc. Dept.
345 Miron Drive
Southlake, TX 76092
Phone: 817-421-5400
Fax: 817-488-8477
docdept@govcap.com

ESCROW AGREEMENT – SCHEDULE 1
CALIFORNIA MUNICIPAL LEASE-PURCHASE AGREEMENT No.7994 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, County of Kings
Dated as of December 15, 2017

ESCROW DISBURSEMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of December 15, 2017 ("Escrow Date") by and among the Agent, Government Capital Corporation as Lessor and County of Kings as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below. The amount shown below is due and payable under the invoice of Payee with respect to the described equipment and has not formed the basis for any prior request for payment.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF EQUIPMENT: _____

INVOICE # _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check *** _____ Regular Mail Check _____ Wire Funds

Mailing Address: _____ Wire Instructions: _____

(*** Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made).

Lessee: County of Kings

By: _____
Craig Pedersen, Chairman, Board of Supervisors

OR

By: _____
Clay Smith, Kings County Fire Chief

Lessor: Government Capital Corporation or its Assigns

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

County of Kings as Lessee under that certain California Municipal Lease-Purchase Agreement dated as of December 15, 2017 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the equipment described on the attached Vendor Invoice(s) hereby accepts such equipment and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 10 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date: _____, 2017.

By Lessee:

Craig Pedersen, Chairman, Board of Supervisors

OR

By: _____
Clay Smith, Kings County Fire Chief

For Lessee: County of Kings

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name County of Kings		2 Issuer's employer identification number (EIN) 94-6000814	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Anthony Loza, Treasury Manager		3b Telephone number of other person shown on 3a 559-852-2481	
4 Number and street (or P.O. box if mail is not delivered to street address) 1400 W. Lacey Blvd		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Hanford, CA 93230		7 Date of issue December 15, 2017	
8 Name of issue California Municipal Lease Purchase Agreement No.7994		9 CUSIP number NONE	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Craig Pedersen, Chairman, Board of Supervisors		10b Telephone number of officer or other employee shown on 10a 559-852-2481	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	\$218,522	57
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input checked="" type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	01/15/2021	\$ 218,522.57	N/A	2.496 years	2.85 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest				N/A
23	Issue price of entire issue (enter amount from line 21, column (b))				\$218,522 57
24	Proceeds used for bond issuance costs (including underwriters' discount)		\$2,163	59	
25	Proceeds used for credit enhancement				N/A
26	Proceeds allocated to reasonably required reserve or replacement fund				N/A
27	Proceeds used to currently refund prior issues				N/A
28	Proceeds used to advance refund prior issues				N/A
29	Total (add lines 24 through 28)				\$2,163 59
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				\$216,358 98

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	N/A years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	N/A
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 41a** If the issuer has identified a hedge, check here and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	_____ Signature of issuer's authorized representative		_____ Date		Craig Pedersen, Chairman Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name		Preparer's signature		Date
	Firm's name ▶ _____				Firm's EIN ▶ _____
	Firm's address ▶ _____				Phone no. _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 12, 2017

SUBMITTED BY: Public Works Department – Kevin McAlister / Dominic Tyburski
SUBJECT: KANSAS AVENUE AND BNSF AT-GRADE RAIL CROSSING INTERSECTION ENHANCEMENTS

SUMMARY:

Overview:

On September 12, 2017 the Board approved project plans and specifications and authorized advertisement of the subject project. On October 19, 2017 one (1) bid was opened, which was considered responsive and responsible. The bid was in the amount of \$187,075 submitted by Bush Engineering, Inc.

Recommendation:

- 1) Award construction agreement to Bush Engineering, Inc. as the sole bidder for the Kansas Avenue and BNSF at-grade rail crossing intersection enhancements; and
- 2) Authorize the Chairman to sign the construction agreement; and
- 3) Authorize the Public Works Director to approve additional costs up to 10% of the agreement amount.

Fiscal Impact:

The project is programmed through the Federal Highway Administration (FHWA) Rail-Highway Crossings Section 130 program with a 100% reimbursement rate however the project is currently underfunded by \$125,000. A request for additional funds is being processed through Caltrans Division of Rail and the FHWA to cover the shortfall. If the funds request is denied, the County Road Fund will cover the shortfall. The construction cost as shown in the approved FY 2017/18 budget is \$200,000.

BACKGROUND:

County Public Works Department, based on a 2013 Safety Audit, requested FHWA Section 130 funds to address multiple train vs. vehicle collisions. In response, this project along with improvements within the BNSF Railway right of way (work performed by BNSF Railway) was approved and funded in September of 2015.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

KANSAS AVENUE AND BNSF AT-GRADE RAIL CROSSING INTERSECTION ENHANCEMENTS

December 12, 2017

Page 2 of 2

The County project will install transverse rumble strips in advance of the nearest rail at both approaches, replace all painted pavement striping and markings with thermoplastic, and upgrade wooden post incandescent advance warning devices with steel post mounted Light Emitting Diodes (LED) devices.

The agreement has been reviewed and approved by County Counsel.

**COUNTY OF KINGS
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS**



CONSTRUCTION AGREEMENT

**SECTION 130 INTERSECTION ENHANCEMENTS
KANSAS AVENUE & BNSF AT-GRADE RAIL CROSSING**

COUNTY BID #2018-08

County Project No. 133906

Award Date: December 12, 2017

**SECTION 130 INTERSECTION ENHANCEMENTS
KANSAS AVENUE & BNSF AT-GRADE RAIL CROSSING**

SECTION 00 52 13
CONSTRUCTION AGREEMENT

for
**SECTION 130 INTERSECTION ENHANCEMENT
KANSAS AVENUE & BNSF AT-GRADE CROSSING**

THIS AGREEMENT, made and entered into this 12TH day of December, 2017, by and between the County of Kings, hereinafter referred to as "Owner", and Bush Engineering, Inc. hereinafter referred to as "Contractor"

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

ARTICLE 1
THE CONTRACT DOCUMENTS

The complete Contract between the Owner and the Contractor shall consist of the following Contract Documents: The Notice to Contractors, the Bonds, the Instruction to Bidders, the Accepted Bid Proposal, all Addenda, this Construction Agreement, Form FHWA-1273, the General Conditions, Supplemental Conditions the Drawings and Specifications, Notice of Award, Notice to Proceed, Change Orders, Notice of Substantial Completion, Notice of Completion, and modifications incorporated in those documents. The Contract, Drawings, and Specifications are intended to supplement one another. A complete listing of the Contract Documents can be found in Article 9.

ARTICLE 2
THE WORK

The Contractor agrees to furnish at his own cost and expense, all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation and services necessary to complete the construction of the **Section 130 Intersection Enhancement Kansas Avenue & BNSF At-Grade Crossing** and in strict accordance with the Contract Documents. All such work shall be completed in a good and workmanlike manner.

ARTICLE 3
TIME FOR COMPLETION:

3.1 For the purpose of determining the contract completion date, the date of commencement shall be ten (10) calendar days after receipt of written Notice to Proceed, or if no such written Notice to Proceed is issued, it shall be 10 calendar days from the date of this Agreement.

3.2 The Work shall be commenced on the date provided for in Paragraph 3.1, and shall be diligently pursued by the Contractor and completed not later than **Thirty-Five (35) working days** from the date of commencement.

ARTICLE 4
THE CONTRACT PAYMENT

4.1 In consideration of the covenants, agreements, and promises on the part of the Contractor contained in the Contract Documents, and the strict and literal fulfillment of each and every such covenant, agreement, and promise, and as compensation agreed upon for the erection, construction, and completion of the said work as described in Article 1 hereof in strict accordance with the Plans and Specifications therefore, the Owner agrees to pay and cause to be paid to the Contractor the Contract Sum of **\$187,075.00**, lawful money of the United States, subject to any additions or deductions as provided in the Contract Documents.

**SECTION 130 INTERSECTION ENHANCEMENTS
KANSAS AVENUE & BNSF AT-GRADE RAIL CROSSING**

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

ARTICLE 5
PROGRESS PAYMENTS

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

5.2 Progress Payments shall be made once each month, on or about a date to be determined by the Owner. The amount shall be based on the percent completion of each portion of work completed at the end of the month covered by the Application of Payment. Payment of undisputed contract amounts (progress payments) is contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

5.3 The progress payment amount shall be adjusted as set forth in Article 6 of the General Conditions.

ARTICLE 6
FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when 1) the Contract has been fully performed by the Contractor, and 2) a final Certificate for Payment has been issued by the Inspector. Such final payment shall be made by the Owner not more than 60 days after the recording of the Notice of Completion.

6.2 Pursuant to Public Contract Code Sections 7107 and 7201, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. Except as so withheld, the Owner shall release the retention withheld within 60 days after the date of completion of the work of improvement, as "completion" is defined in Public Contract Code section 7107. In the event that retention payments are not made within the time periods required by Public Contract Code section 7107, the Owner shall be subject to the interest payment provisions of Public Contract Code section 7107.

ARTICLE 7
MISCELLANEOUS

7.1 Liquidated Damages shall be imposed upon the Contractor should the Contractor fail to complete this contract and the work provided herein within the time fixed for such completion. Subject to Public Contract Code section 7203, the Contractor shall also become liable to the Owner for all loss and damage which the latter may suffer on account thereof.

7.2 IT IS HEREBY FURTHER AGREED, that in case the Contractor does not complete the work within the days as herein provided, for reasons or causes other than those provided for in the Contract Documents hereof, the Owner will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, if any, will be **\$1,000.00** per calendar day and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this contract.

**SECTION 130 INTERSECTION ENHANCEMENTS
KANSAS AVENUE & BNSF AT-GRADE RAIL CROSSING**

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

ARTICLE 8
TERMINATION OR SUSPENSION

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

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

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The agreement is this executed standard form of Construction Agreement.

9.1.2 The General Conditions are the General Conditions dated September 2016.

9.1.3 The Supplementary Conditions, and any other Conditions of the Contract are those detailed below:

Document	Date	Pages
Supplementary Conditions	<u>N/A</u>	—

9.1.4 The Specifications contained in the contract documents approved by the Kings County Board of Supervisors, as amended by addendum.

9.1.5 The Drawings contained in the Contract Documents approved by the Kings County Board of Supervisors, as amended by Addenda.

9.1.6 The Addenda, if any, are as follows:

Number	Date
1	October 3, 2017

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: those documents listed in Article 1.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Headings in any contract document may be useful in the construction of ambiguous language, but are for convenience only and shall not be construed to extend the scope, meaning, or intent of the document or to control in the event of a direct conflict with any express provision thereof. Wherever the context so requires, the neuter gender includes the feminine and masculine and vice versa, the singular includes the plural and vice versa, and the word "person" includes any jurisdictional person, including a corporation, partnership, firm, or association. "Shall," "will," and "agrees" are mandatory, and "may" is permissive. Any reference to term includes extensions of such term. Any word or phrase expressly defined by this Agreement shall carry the defined meaning unless the context unambiguously requires otherwise.

10.2 This Agreement, including each of the contract documents enumerated in Articles 1 and 9 and any exhibit thereto, shall constitute the entire Agreement between the parties, and shall not be modified, amended, altered, or changed except as provided for therein or otherwise by a written document signed by both parties. No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this

SECTION 130 INTERSECTION ENHANCEMENTS KANSAS AVENUE & BNSF AT-GRADE RAIL CROSSING

Agreement unless reduced to writing according to the applicable provisions of this Agreement. The parties agree to execute such additional documents as may be necessary to carry out the intent and provisions of this Agreement.

10.3 Contractor shall prevent unauthorized disclosure of any of Owner's confidential information, and shall not use any confidential information shared with it for any purpose other than carrying out Contractor's obligations under this Agreement.

10.4 Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance, including but not limited to prevailing wage laws and other labor and employment laws affecting wages, hours, and conditions of employment, licensing laws, safety regulations, and purchasing practices. Without limiting the generality of the foregoing:

10.4.1 Contractor represents that it, its employees, officers, and directors, and the immediate family members of its employees, officers, and directors, have no direct or indirect conflict of interest, which conflicts with the rendering of services under this Agreement; neither shall any such interest be acquired, and Contractor shall disclose any conflict of interest that may arise in writing to Owner. A "conflict of interest" includes any circumstance or activity that is likely to cause or encourage any of Owner's officers, employees, or agents to violate Part IV of Owner's Purchasing Policy, last revised May 24, 2016.

10.4.2 Contractor is knowledgeable of Government Code section 8350, et seq., regarding a drug free workplace, and shall abide by and implement its statutory requirements.

10.4.3 In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination, and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, or sexual orientation. Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training including apprenticeship. Further, Contractor will include this provision in all of its subcontracts to perform work under this Agreement.

10.5 This Agreement, including any other contract documents enumerated herein in Articles 1 and 9 that must be executed by the Parties, may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

10.6 Any language in this Agreement found to be ambiguous shall be construed in the manner that best effectuates the objects and purposes of the Agreement. This Agreement represents the contributions of both parties, who each have the opportunity to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

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

10.8 Nothing in this Agreement may be construed to create, and the parties do not intend to create, an independent right of action in any third party.

10.9 This Agreement shall be governed in all respects by the laws of the state of California, wherein the Agreement has been executed and delivered.

10.10 Whenever this Agreement requires notice of any kind but fails to indicate the manner in which notice should be given and the person to whom it should be delivered, notice shall be given in writing by personal service or by prepaid first-class mail addressed as follows:

**SECTION 130 INTERSECTION ENHANCEMENTS
KANSAS AVENUE & BNSF AT-GRADE RAIL CROSSING**

OWNER:
COUNTY OF KINGS
PUBLIC WORKS DIRECTOR
KINGS COUNTY GOVERNMENT CENTER
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:
BUSH ENGINEERING, INC.
MICHAEL I. BUSH
VICE PRESIDENT
518 NORTH REDINGTON STREET
HANFORD, CA 93230

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

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed by the Chairman of the Board of Supervisors and the Contractor has executed this Agreement on the day and year first above written.

_____ OWNER:

_____ By

_____ CONTRACTORS:

_____ By

_____ By

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 12, 2017

SUBMITTED BY: Public Works Department – Kevin McAlister / Dominic Tyburski
SUBJECT: INSTALLATION OF MULTI-WAY (ALL-WAY) STOP SIGNS AT THE
INTERSECTION OF 15TH AVENUE AND LACEY BOULEVARD

SUMMARY:

Overview:

The Public Works Department commissioned JLB Traffic Engineering, Inc. to perform a Traffic Safety Audit at the subject intersection in June of 2017. The audit analysis included multi-way stop/signal warrants, traffic collision reports, and traffic volume data. The audit revealed that the intersection did not meet warrants for the implementation of a traffic signal or all-way stops at that time. Based on additional collisions subsequent to the initial audit, Public Works staff prepared a warrant study concluding that warrants had been met for a multi-way stop based on six (6) correctable traffic collisions within a twelve (12) month period. As such, the Department has concluded that an all-way stop is warranted.

Recommendation:

Adopt the resolution authorizing the installation of a multi-way (all-way) stop at the intersection of 15th Avenue and Lacey Boulevard.

Fiscal Impact:

This project will not impact the General Fund as it falls under roadway maintenance and improvements. The cost in signage, striping, pavement stenciling, and personnel hours is estimated to be \$1,000 which will be paid by the County Road Fund.

BACKGROUND:

Nationally accepted standards exist for the installation of multi-way stop traffic control measures. One of the primary factors these standards known as “warrants” consider is collision history. The traffic safety or “collision” warrants require that within a consecutive twelve month period there should be five or more accidents which would have been correctable with employment of all-way stop signs. JLB Traffic Engineering

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

INSTALLATION OF MULTI-WAY (ALL-WAY) STOP SIGNS AT THE INTERSECTION OF 15TH AVENUE & LACEY BOULEVARD

December 12, 2017

Page 2 of 2

Inc. performed a traffic analysis of the subject intersection including analysis of traffic collision data, a field review, and the collection/analysis of current traffic counts including volume and speed data in June of 2017. Public Works staff prepared a subsequent warrant study in September of 2017. The analysis and conclusions summarized in both reports are on file with the Public Works Department.

Staff has considered the impact of the upcoming traffic signal installation at 13th and Lacey Avenues, as well as the imbalance of traffic at the 15th Avenue intersection. Staff's recommendation is that the new signal will not have a significant impact on the number and types of accidents at 15th Avenue, and the relatively small amount of traffic on 15th Avenue is not sufficient grounds to defer installation of the additional stop signs.

The resolution has been reviewed and approved by County Counsel.

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

IN THE MATTER OF AUTHORIZING
PLACEMENT OF STOP SIGNS FOR THE
NORTHBOUND AND SOUTHBOUND TRAFFIC
AT THE INTERSECTION OF 15th AVENUE AND
LACEY BOULEVARD.

RESOLUTION NO. _____

_____/

WHEREAS, the Board of Supervisors of the County of Kings, on the 27th day of August, 1963 adopted Ordinance No. 267, authorizing the designation of stop intersections and the placing of stop signs at any or all entrances to the designated intersections; and

WHEREAS, the Kings County Public Works Department prepared a Multi-Way (All-Way) Warrant Study at the intersection of 15th Avenue and Lacey Boulevard, and the results indicate that there is an increase in correctable traffic collisions; and

WHEREAS, the placement of multi-way (all-way) stop signs at this intersection is warranted under State and Federal traffic warrants; and

WHEREAS, installation of additional stop signs at the intersection of 15th Avenue and Lacey Boulevard on 15th Avenue for the northbound and southbound traffic to make it an all-way stop is considered to be necessary for the safe and orderly movement of traffic.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. In accordance with Ordinance No. 267, the Director of Public Works is hereby authorized and instructed to place and maintain all-way stop signs at the intersection of 15th Avenue and Lacey Boulevard.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 12th day of December, 2017, by the following vote:

AYES: Supervisor
NOES: Supervisor
ABSENT: Supervisor

Craig Pedersen, Chairman Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this 12th day of December, 2017.

Catherine Venturella
Clerk of the 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 December 12, 2017

SUBMITTED BY: Administration – Larry Spikes

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

Historically, Kings County representatives have attended the National Association of Counties (NACo) Legislative Conference in Washington D.C. The County has utilized this trip to coordinate Capitol Hill visits with Waterman and Associates, the County's legislative advocate firm at the national level.

Recommendation:

Authorize the out of state travel for Supervisor(s), Rebecca Campbell and Colleen Carlson to attend the National Association of Counties Legislative Conference and represent Kings County in Capitol Hill visits in Washington D.C. from March 3 – 7, 2018, including travel time.

Fiscal Impact:

All costs associated with the trip will be paid for through the Travel & Expense line-item in the Administrative Office, County Counsel and Board of Supervisors' budget. Estimated costs are \$3,600 per person.

BACKGROUND:

Kings County has contracted with Waterman and Associates, a Federal lobbying firm, to pursue legislative issues and funding at the Federal level. Staff is proposing a presence at NACo meetings in Washington D.C. and to work with the Waterman and Associates to pursue objectives as stated in the County's Legislative Platform.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item
OUT OF STATE TRAVEL
December 12, 2017
Page 2 of 2

The detail of estimated expenses is shown below:

Estimated Cost for NACO Conference
March 3 - 7, 2018 with travel days before and after conference

Flight	800.00
Hotel	1,500.00
Conference Registration	515.00
Taxi/Parking	200.00
Meals	470.00
Mileage Reimbursement @.535 per mile approx 75 miles	40.13
Total per person	3,525.13



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 12, 2017

SUBMITTED BY: Administration – Larry Spikes/Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT
PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$25,000,000 OF
REVENUE BONDS FOR FINANCING OR REFINANCING WORKING
CAPITAL FOR VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

Recommendation:

- 1) Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
- 2) Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Financing Authority for Verity Health System of California, Inc.

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The County of Kings is in no way obligated on the obligations.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted

on _____ 2017.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$25,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING WORKING CAPITAL FOR VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

December 12, 2017

Page 2 of 3

BACKGROUND:

Verity Health System of California, Inc. (the "Corporation") has requested that CalPFA issue revenue bonds in an amount not to exceed \$25,000,000 to refinance and finance working capital for the operations of the Corporation, its affiliates and subsidiaries at the following locations in California:

- 203 Redwood Shores Parkway, Redwood City, CA 94065
- 2131 W. 3rd St., Los Angeles, CA 90057
- 2105 Forest Ave., San Jose, CA 95128
- 1900 Sullivan Ave., Daly City, CA 94015
- 3630 E. Imperial Highway, Lynwood, CA 90262
- 2700 E. Slauson Ave., Huntington Park, CA 90255
- 5953 S. Atlantic Blvd., Maywood, CA 90270
- 9400 No Name Uno, Gilroy, CA 95020
- 2101 Forest Ave., San Jose, CA 95128
- 600 Marine Blvd., Moss Beach, CA 94038

The Board has been asked to conduct the public hearing on December 12, 2017 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Corporation. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The Corporation must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the Corporation.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

(Cont'd)

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$25,000,000 OF REVENUE BONDS FOR FINANCING OR REFINANCING WORKING CAPITAL FOR VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

December 12, 2017

Page 3 of 3

The California Public Finance Authority (CalPFA) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure and improve the overall quality of life in local communities.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

RESOLUTION NO. ____

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$25,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING WORKING CAPITAL AND CERTAIN OTHER MATTERS RELATING THERETO, TO BENEFIT VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

WHEREAS, Verity Health System of California, Inc., a California nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Corporation"), has requested that the California Public Finance Authority (the "Authority") participate in the issuance of one or more series of revenue bonds or notes in an aggregate principal amount not to exceed \$25,000,000 (the "Bonds") to finance working capital for the operations of the Corporation and to pay certain issuance costs related to the Bonds (collectively, the "Project");

WHEREAS, the proceeds of the Bonds will be used to pay certain expenses incurred in connection with the issuance of the Bonds, and to finance working capital for operations of the Corporation, its affiliates and subsidiaries, to be expended at one or more facilities located at the following addresses:

- 203 Redwood Shores Parkway, Redwood City, CA 94065
- 2131 W. 3rd St., Los Angeles, CA 90057
- 2105 Forest Ave., San Jose, CA 95128
- 1900 Sullivan Ave., Daly City, CA 94015
- 3630 E. Imperial Highway, Lynwood, CA 90262
- 2700 E. Slauson Ave., Huntington Park, CA 90255
- 5953 S. Atlantic Blvd., Maywood, CA 90270
- 9400 No Name Uno, Gilroy, CA 95020
- 2101 Forest Ave., San Jose, CA 95128
- 600 Marine Blvd., Moss Beach, CA 94038

WHEREAS, the facilities are owned and/or operated by the Corporation, or a subsidiary or affiliate of the Corporation, each a nonprofit corporation and an organization described in Section 501(c)(3) of Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the “County”) and the Housing Authority of Kings County and located in the County;

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the County;

WHEREAS, the Board of Supervisors of the County (the “Board of Supervisors”) is the elected legislative body of the County and is an “applicable elected representative” required to approve the issuance of the Bonds under Section 147(f) of the Code;

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitutes approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 3. The offices of the Board of Supervisors are hereby authorized and directed jointly and severally, to do any and all things and execute and deliver any and all documents certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 4. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority’s issuance of the Bonds for the financing of the Project.

PASSED AND ADOPTED by the Kings County Board of Supervisors this 12th day of December, 2017.

AYES:
NOES:
ABSTAIN:
ABSENT:

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

IN WITNESS WHEREOF, I have set my hand to this 12th day of December 2017.

By: _____
Deputy Clerk of the Board of Supervisors
County of Kings, State of California