



# 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* August 14, 2018

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

<b>Chairman:</b>	Richard Valle	(District 2)	<b>Staff:</b>	Rebecca Campbell, County Administrative Officer
<b>Vice Chairman:</b>	Joe Neves	(District 1)		Julilana Gmur, Assistant County Counsel
<b>Board Members:</b>	Doug Verboon	(District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	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** – Joanne Hawkins – Kings County Grand Jury  
**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: August 14, 2018**
  - B. County Counsel:**  
Consider appointing Jeff Gilcrease, Doug Rayner and Michael Maya as directors to the Excelsior/Kings River Resource Conservation District.
  - C. District Attorney's Office:**  
Consider accepting the annual report of the Real Estate Fraud Prosecution Trust Fund Program.
  - D. Health Department:**
    1. Consider authorizing the Director of Public Health to sign the Acceptance of Allocation Agreement and prospective proposition payment invoices for the Tobacco Control Program for FY 2018/2019 and authorize the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
    2. Consider authorizing the Chairman to sign the Women, Infants and Children Supplemental Nutrition Standard Agreement for FY's 2016/2019.
  - E. Human Resources Department:**  
Consider approving out of state travel for Henie Ring, Principal Personnel Analyst to attend the National Association of Government Defined Contribution Administrators conference in Philadelphia, Pennsylvania on September 22-26, 2018.

**F. Information Technology Department:**

Consider authorizing the Purchasing Manager to sign the Purchase Order with Dell Marketing, L.P. for the Storage Area Network Agreement effective August 31, 2018 through January 31, 2022.

**G. Probation Department:**

Consider authorizing the Chairman to sign the Contract with The Counseling and Psychotherapy Center, Inc. to provide treatment services for sex offenders within Kings County.

**H. Public Works Department:**

1. Consider authorizing the Chairman to sign the Self Generation Incentive Program Reservation request form and the Net Energy Metering Aggregation form for the Engie Solar Project on County facility grounds.
2. Consider authorizing the Chairman to sign the Agreements for Purchase of Real Property and Assignments of Easement Rights and all other associated documents to effectuate the purchase and assignments of the subject properties for a bridge at 16<sup>th</sup> Avenue Tulare Lake crossing just North of Nevada Avenue.
3. Consider authorizing the Purchasing Manager to sign the Purchase Order with VSS Emultech for asphaltic emulsion for County road chip sealing throughout the County.

**IV** **REGULAR AGENDA ITEMS**

**9:10 AM A. Fire Department – Clay Smith**

1. Consider authorizing the Chairman to sign the two year Agreement for fire services with the City of Avenal effective July 1, 2018 and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
2. Consider authorizing the Chairman to sign the two year Agreement for fire services with the City of Corcoran effective July 1, 2018 and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

**9:15 AM B. Public Works Department – Kevin McAlister/Dominic Tyburski**

Consider authorizing the Chairman to sign the construction contract with Granit Construction, Inc. and authorizing the Public Works Director to approve additional costs up to 10% of the contract amount on the Kings County Highway Safety Improvement Program projects throughout Kings County.

**9:20 AM C. Assessor/Clerk-Recorder/Elections – Kristi Lee**

Consider authorizing the Chairman to sign the Agreements with Election System & Software, LLC and the Agreement with Government Capital Corporation for financing the upgrade of the equipment, software, initial license, maintenance and support and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

**9:25 AM D. Administration – Rebecca Campbell**

Consider authorizing the Chairman to sign the Termination of Joint Occupancy Agreement to allow for the sale of the Corcoran Court facility.

**V 9:30 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 9:35 AM F. CLOSED SESSION**

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission re Grade Separation Applications A1802018, A1802017 and A1805020 by California High Speed Rail Authority, and County of Kings' Protests thereto* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]

**VII G. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, August 21, 2018, at 9:00 a.m.

**VIII 11:00 AM H. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING**

***FUTURE MEETINGS AND EVENTS***

August 20	9:00 AM	Budget Hearings
August 21	9:00 AM	Regular Meeting
August 28	9:00 AM	Regular Meeting
August 28	11:00 AM	California Public Finance Authority Regular Meeting
August 28	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
August 28	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting

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



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## *Action Summary*

### August 7, 2018

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

<b>Chairman:</b>	Richard Valle	(District 2)	<b>Staff:</b>	Rebecca Campbell, County Administrative Officer
<b>Vice Chairman:</b>	Joe Neves	(District 1)		Colleen Carlson, County Counsel
<b>Board Members:</b>	Doug Verboon	(District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	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 – Bobby Guerra – Pentecostal Church of God  
PLEDGE OF ALLEGIANCE  
MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, CRAIG PEDERSEN,  
RICHARD FAGUNDES  
MEMBERS ABSENT: DOUG VERBOON
- II B 2**      **UNSCHEDULED APPEARANCES**  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item. None*
- III B 3**      **CONSENT CALENDAR**  
*All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.*
- A. Approval of the Minutes: July 31, 2018**
  - B. Health Department:**  
Consider adopting a Resolution declaring August 2018 as Valley Fever Awareness Month in Kings County. [Reso 18-053]
  - C. Sheriff's Office:**
    1. Consider authorizing the purchase of maintenance Agreements with Idemia Morpho Trust USA for two Live Scan machines at the County Jail and the County Juvenile Center and authorizing the Purchasing Manager to sign the Agreements and authorization for payments.
    2. Consider authorizing the purchase of maintenance Agreements with Idemia Morpho Trust USA for five Live Scan machines and the Sheriff's Administration office and Avenal, Corcoran, Hanford and Lemoore Police Departments and authorizing the Purchasing Manager to sign the Agreements and authorization for payments.

**CONSENT CALENDAR CONTINUED**

- D. Public Works Department:**  
Consider authorizing the bid to purchase traffic paint from Ennis Flint for striping roads and authorizing the Purchasing Manager to sign the purchase order.
- E. Administration:**  
Consider denying the claim for damages filed by Susan Weisenhaus and direct County Counsel to advise the claimant of the action.  
**ACTION: CONSENT CALENDAR APPROVED AS PRESENTED (RF/JN/CP/RV-Aye, DV-Absent)**

**IV** **REGULAR AGENDA ITEMS**

- B 4** **A. Behavioral Health – Lisa Lewis/UnChong Parry**  
Consider authorizing out of state travel for Lisa Lewis Behavioral Health Director, and Stephanie Bealer, Program Manager to attend the Institute for Dialogue Therapy training in Burlington, Vermont on September 27-30, 2018; November 29-December 2, 2018; February 7-10, 2019 and April 11-14, 2019.  
**ACTION: APPROVED AS PRESENTED (CP/JN/RF/RV-Aye, DV-Absent)**
- B 5** **B. District Attorney’s Office – Keith Fagundes/Robert Waggle**  
Consider authorizing out of state travel for Investigative Assistant Sydney Bernal and Deputy District Attorney Melissa D’Morias to attend the 30<sup>th</sup> Annual Crimes Against Children Conference in Dallas, Texas from August 12-17, 2018.  
**ACTION: APPROVED AS PRESENTED (RF/CP/JN/RV-Aye, DV-Absent)**
- B 6** **C. Health Department – Ed Hill**  
Consider authorizing the Director of Public Health to sign the Agreement and any subsequent documents with the California Department of Public Health for the Kids Plates Grant.  
**ACTION: APPROVED AS PRESENTED (CP/RF/JN/RV-Aye, DV-Absent)**
- V** **B 7** **D. Board Member Announcements or Reports**  
*On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).*  
**Supervisor Pedersen stated that he enjoyed a family vacation in Hawaii.**
- ◆ Board Correspondence: None
  - ◆ Upcoming Events: **Rebecca Campbell stated that the Kings County Employee Blood Drive will be held on August 9, 2018, the Kings County Information Technology Department will hold a fundraiser luncheon on August 22, 2018 with proceeds going to the Hanford Soup Kitchen, the City of Hanford will host the City/County Coordinating meeting on August 29, 2018 at the Adventist Health Community Room, Commission on Aging Senior Day Picnic in the Park will be held on September 21, 2018 and a Kettleman City Public Safety event will be held on October 11, 2018.**

- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Joint occupancy termination agreement with the Judicial Council of California for the Corcoran Court facility, fire services contracts with the City of Avenal and the City of Corcoran, appointments to the Excelsior/Kings River Resource Conservation District, Assessor/Clerk-Recorder/Election's Office Agreement with Election System & Software for new election equipment service and lease, Information Technology maintenance contract for Storage Area Network, Probation Department contract with the Counseling and Psychotherapy Center, Administration SB 1022 Phase III jail project facility sublease agreement, Public Works agreement for purchase of real property and assignment of easement rights for work related to bridge at the 16<sup>th</sup> Avenue Tulare Lake Canal crossing just north of Nevada Avenue, Kings County final budget hearings on August 20, 2018, Notice of Completion for Bush Construction for the Jail Phase III project, Human Services Agency In-Home Supportive Services Public Authority appointments and a response to the grand jury report on the Elections Department.**

VI B 8

**E. CLOSED SESSION**

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission re Grade Separation Applications A1802018, A1802017 and A1805020 by California High Speed Rail Authority, and County of Kings' Protests thereto* [Govt. Code Section 54956.9(d)(1)]
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- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]

*Public Employment:*

*Title: Director of Finance*

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

VII B 9

**F. PUBLIC HEARING**

**Community Development Agency – Greg Gatzka/Chuck Kinney**

Conduct a public hearing and consider accepting the Tulare Lake Subbasin Hydrologic Model Final Report and directing the Community Development Agency to prepare and submit a grant completion report to closeout the 2016 Sustainable Groundwater Planning Grant.

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

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

**VIII**

**G. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, August 14, 2018, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

August 14	9:00 AM	Regular Meeting
August 14	11:00 AM	California Public Finance Authority Regular Meeting
August 20	9:00 AM	Budget Hearings
August 21	9:00 AM	Regular Meeting
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August 28	11:00 AM	California Public Finance Authority Regular Meeting
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August 28	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 14, 2018

**SUBMITTED BY:** County Counsel - Colleen Carlson

**SUBJECT:** APPOINTMENT OF DIRECTORS TO THE EXCELSIOR/KINGS RIVER  
RESOURCE CONSERVATION DISTRICT

**SUMMARY:**

**Overview:**

Pursuant to Government Code section 1780(h)(1), the Kings County Board of Supervisors ("Board") has the authority to fill the vacancies by appointment when the asking entity lacks a quorum to conduct business. The Excelsior/Kings River Resource Conservation District ("District") hereby requests that the Board appoint Jeff Gilcrease, Doug Rayner and Michael Miya as directors of the District in order to achieve a quorum.

**Recommendation:**

Appoint Jeff Gilcrease, Doug Rayner and Michael Miya as directors of the Excelsior/Kings River Resource Conservation District.

**Fiscal Impact:**

None.

**BACKGROUND:**

The District currently has five vacancies. Without these appointments, the District will not have a quorum and would not be able to conduct business. The District plans to fill the two remaining vacancies by election in 2018.

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**BOARD ACTION:**

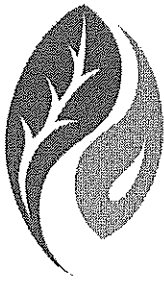
APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.





**Excelsior/Kings River  
Resource Conservation District  
680 Campus Dr., Suite E  
Hanford, CA 93230**



August 1, 2018

Catherine Venturella  
Clerk of the Board of Supervisors  
County of Kings  
1400 W Lacey Blvd.  
Hanford, CA 93230

Re: Board Reappointment of: Jeff Gilcrease, Doug Rayner, Michael Miya,  
Tony Azevedo, and Paul Newton

Dear Ms. Venturella:

After review of the Excelsior/Kings River Resource Conservation District (E/KR RCD) Roster; it has come to our attention that there has been a lapse in time for the Directors of our RCD Board. These Directors: Jeff Gilcrease, Doug Rayner, Michael Miya, Tony Azevedo, and Paul Newton, have continued and wish to continue their service to the Excelsior/Kings River Resource Conservation District.

After discussion, this board recommends the reappointment of all five Board Directors to be effective immediately. This recommendation is being sent to the Kings County Board of Supervisors for the official reappointment process. These five individuals will begin their four-year term when appointed by the Kings County Board of Supervisors and will now appear on the roster with the same anniversary/appointment date.

Please proceed with the required process to enter this appointment into the Kings County records.

Respectfully Yours,

Maria Magana-Lopez  
Administrative Assistant  
Excelsior/Kings River Resource Conservation District

Cc: Catherine Venturella, Kings County  
Marcus Burks, Natural Resources Conservation Service  
Melanie Curtis, Deputy Clerk of the Board



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 14, 2018

**SUBMITTED BY:** District Attorney – Keith L. Fagundes/Veronica Mello  
**SUBJECT:** ANNUAL REPORT OF THE REAL ESTATE FRAUD PROSECUTION TRUST  
FUND PROGRAM

### **SUMMARY:**

#### **Overview:**

The Real Estate Fraud Prosecution Trust Fund was established by your Board on July 27, 2010, a fee was imposed for investigative and prosecution purposes. The main focus of the program is to deter, investigate and prosecute real estate fraud crimes. At the end of every fiscal year the District Attorney is to prepare an annual report, which consists of revenue, expenditures and statistical data for the most recent full fiscal year.

#### **Recommendation:**

**Receive and file the Annual Report of the Real Estate Fraud Prosecution Trust Fund Program pursuant to California Government Code section 27388 for the period of July 1, 2017, through June 30, 2018.**

#### **Fiscal Impact:**

Beginning fund balance as of July 1, 2017 was \$204,940 and the total real estate document fees collected during the fiscal year was \$36,387 bringing the total program revenue to \$241,327 in Fund 3895 account number 81627010.

### **BACKGROUND:**

Each fiscal year the District Attorney has an obligation to report the revenues and expenditures from the Real Estate Fraud Prosecution Trust Fund Program; therefore, an annual report is compiled and submitted to your Board and the California Legislative Analyst's Office.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## Agenda Item

### ANNUAL REPORT OF THE REAL ESTATE FRAUD PROSECUTION TRUST FUND PROGRAM

August 14, 2018

Page 2 of 3

This report is submitted in compliance with Government Code section 27388(d).

#### Real Estate Fraud Prosecution Program Caseload and Financial Data Summary

##### I. Case Statistics

	<b>Kings</b>
	<b>FY 17-18</b>
1. Name of reporting county:	
2. Reporting Period (Fiscal Year):	
3. Number of referrals entering in the fiscal year:	1
4. Number of referrals initiated during the fiscal year:	3
5. Total number of referrals:	4
6. Number of investigations entering in the fiscal year:	1
7. Number of investigations initiated in the fiscal year:	3
8. Total number of investigations:	4
9. Number of filed cases entering in the fiscal year:	0
10. Number of filed cases initiated in the fiscal year:	2
11. Total number of filed cases:	2
12. Number of victims in filed cases entering in the fiscal year:	2
13. Number of victims in filed cases initiated in the fiscal year:	2
14. Total number of victims in filed cases:	4
15. Number of convictions obtained in the fiscal year:	0
16. Aggregate monetary loss suffered by victims for cases entering in the fiscal year:	\$69,540
17. Aggregate monetary loss suffered by victims for cases initiated during the fiscal year:	unknown
18. Aggregated monetary loss suffered by victims in cases in which there has been an investigation, filing, or conviction:	unknown

## Agenda Item

### ANNUAL REPORT OF THE REAL ESTATE FRAUD PROSECUTION TRUST FUND PROGRAM

August 14, 2018

Page 3 of 3

#### II. Accounting

19. Beginning fund balance in Real Estate Fraud Prosecution Trust Fund:	\$204,940
20. Real estate document fees collected:	\$36,387
21. Total program revenue:	\$241,327

#### Program expenditures for fiscal year:

22. Salaries and benefits:	\$0
23. Operation and support costs:	\$ 3,659
24. Administrative fees: <i>(retained by County Clerk-Recorder's Office for Fund Admin.)</i>	\$0
25. Total program expenditures:	\$0
26. Non Real Estate Fraud Prosecution Trust Fund monies used to fund activities in the fiscal year:	\$0
27. Ending balance in Real Estate Prosecution Trust Fund:	\$237,668
28. Was Real Estate Prosecution Trust Fund money used distributed to a law enforcement agency other than the district attorney's office in the fiscal year?	No

The real estate fraud trust fund monies were used to fund the following expenses:

<u>Category</u>	<u>Amount</u>
Net program revenue funds received by the District Attorney	\$3,659
Salary and Benefits: District Attorney Investigators	-
<u>Subtotal Salary and Benefits</u>	\$0
Real Estate Fraud Prosecution	-
<u>Subtotal Services/Supplies/Equipment</u>	\$3,659
Total Funds Expended	\$3,659
Unmet Program Cost to the District Attorney's Office	\$0

The County Administrative Office and the Real Estate Fraud Prosecution Trust Fund Committee have reviewed this item.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 14, 2018

**SUBMITTED BY:** Health Department – Ed Hill

**SUBJECT:** ACCEPTANCE OF ALLOCATION AGREEMENT AND PROSPECTIVE PAYMENT INVOICES FOR THE FISCAL YEAR 2018-2019 TOBACCO CONTROL PROGRAM

**SUMMARY:**

**Overview:**

The Tobacco Control Program has been a long-standing County program. The California Tobacco Control Program (CTCP) has awarded the County a prospective funding allocation of \$302,415 for the funding cycle for the Kings County Tobacco Control Plan for Fiscal Year (FY) 2018-2019. The two sources of funding for this program are Proposition 99 in the amount of \$150,000 and Proposition 56 in the amount of \$152,415.

**Recommendation:**

1. Authorize the Director of Public Health to sign the Acceptance of Allocation agreement for the Kings County Tobacco Control Program; and
2. Authorize the Director of Public Health to sign all of the Prospective Proposition Payment Invoices related to the program; and
3. Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer form. (4/5 vote required)

**Fiscal Impact:**

There is no cost to the County General Fund associated with the recommended actions. Revenue from Proposition 99 of \$150,000 was requested in the FY 2018-2019 budget. There was also \$75,000 anticipated Proposition 99 FY 2017-2018 rollover funds requested in the FY 2018-2019 budget. The actual FY 2017-2018 Proposition 99 rollover amount is \$138,487, resulting in an increase of \$63,487.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **ACCEPTANCE OF ALLOCATION AGREEMENT AND PROSPECTIVE PAYMENT INVOICES FOR THE FISCAL YEAR 2018-2019 TOBACCO CONTROL PROGRAM**

**August 14, 2018**

**Page 2 of 2**

The Proposition 56 Revenue was requested in the original allocated amount of \$168,270. The Proposition 56 allocation has been decreased to \$152,415, resulting in a decrease of \$15,855. The State is requiring the Health Director sign all of the Prospective Payment Invoices for this program.

#### **BACKGROUND:**

The Tobacco Control Program funding is allocated to local jurisdictions for the purpose of conducting a variety of local tobacco activities to reduce the impacts of tobacco and secondhand smoke. The California Tobacco Control Program identifies priority areas within which projects identify specific activities to meet their objectives. The local program completes activities during the year to meet program requirements. Activities for this funding cycle include community education on secondhand smoke, third-hand smoke, drifting tobacco smoke in multi-unit housing, vape smoke, community trainings, tobacco retail licensing, the impact of tobacco advertising on youth, and recruitment of adults and youth for participation in program activities.

County Counsel has reviewed and approved this agreement.

KINGS COUNTY  
OFFICE OF THE AUDITOR-CONTROLLER  
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only	
Date _____	
J/E No. _____	
Page _____	of _____

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	HEALTH-TOBACCO	SPECIAL DEPARTMENTAL	0001	412000/402000	82228000	47,632
<b>TOTAL</b>						<b>47,632</b>

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	HEALTH-TOBACCO	ST AID-AB75-TOBACCO	0001	412000/402000	81511010	63,487
GENERAL	HEALTH-TOBACCO	ST AID-PROP 56-TOBACCO	0001	412000/402000	81522060	(15,855)
<b>TOTAL</b>						<b>47,632</b>

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
<b>TOTAL</b>						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
<b>TOTAL</b>						

**Explanation: To account for Tobacco Proposition 99 Trust 4150 17/18 rollover funds of \$138,487 (Estimated \$75,000 in requested budget, increasing account 81511010 by \$63,487). Also, the \$150,000 Proposition 99 allocation was requested in FY 18/19. The Proposition 56 18/19 allocation was reduced to \$152,415 (Original allocation requested in 18/19 was \$168,270, decreasing 81522060 by \$15,855).**

Auditor Approval \_\_\_\_\_ Department Head \_\_\_\_\_

CAO Approval \_\_\_\_\_ Board Approval \_\_\_\_\_



KAREN L. SMITH, MD, MPH  
 Director and State Public Health Officer

State of California—Health and Human Services Agency  
 California Department of Public Health



EDMUND G. BROWN JR.  
 Governor

July 19, 2018

**TO:** LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS  
 TOBACCO CONTROL EDUCATION PROGRAMS

**FROM:** CONTRACTS AND BUSINESS OPERATIONS SECTION  
 CALIFORNIA TOBACCO CONTROL PROGRAM (CTCP)

**SUBJECT:** PROGRAM LETTER 18-04  
 LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND PROPOSITION 56 FUNDS  
 FUNDING PERIOD: JULY 1, 2018 THROUGH JUNE 30, 2019

**Purpose** Release the *Acceptance of Allocation Agreement* for Fiscal Year (FY) 2018-2019

**Effective Date** Immediately

- Inclusions**
1. *Acceptance of Allocation Agreement*  
 Funding Period: July 1, 2018 through June 30, 2019
  2. Revised APPENDIX 1, *California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2017/18 - FY 2020/21* (Dated 7/11/2018) released in the 2017 - 2021 LOCAL LEAD AGENCY COMPREHENSIVE TOBACCO CONTROL PLAN GUIDELINES

- Required Action**
1. Please print, sign, and date the *Acceptance of Allocation Agreement* for FY 2018-2019. The signature, on the *Acceptance of Allocation Agreement*, **must** match the official Agency Signatory identified in CTCP's Online Tobacco Information System (OTIS).
  2. Return the *Acceptance of Allocation Agreement* for FY 2018-2019, bearing an original signature, to your assigned CTCP Procurement Manager (PM) at the following address:

**USPS Mailing Address:**  
 Attention: "Name of assigned CTCP PM"  
 California Department of Public Health  
 CDIC/California Tobacco Control Program  
 MS 7206  
 P. O. Box 997377  
 Sacramento, CA 95899-7377





**Why The Agreement Is Needed**

Signing the *Acceptance of Allocation Agreement* serves as acceptance of the allocation for FY 2018-2019 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements.

Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTCP receives the *Acceptance of Allocation Agreement* for FY 2018-2019, from your city/county, bearing the original signature of the official Agency Signatory identified in OTIS.

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**Budget Information**

The amount of Proposition 99 and Proposition 56 funds identified on the *Acceptance of Allocation Agreement* for FY 2018-2019 is based on the updated LLA Allocation Table for the FY 2017-2021 plan period.

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**Additional Information**

During the plan period, LLA Project Directors will receive feedback from CTCP's:

- PMs who analyze the cost reports and spending patterns.
- Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FYs 2017-2021.

If it appears LLAs are not spending the allocations according to the negotiated budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTCP may withhold future PPIs.

Unspent balances must be returned to the CDPH/CTCP when the 2017 – 2021 Local Lead Agency Comprehensive Tobacco Control Plan ends on June 30, 2021.

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**Contact Person For Further Information**

If you have any questions; please contact your assigned CTCP PM.

cc: Fiscal Officers  
Health Officers  
CHEAC Members  
Michelle Gibbons  
Leah Northrop

## ACCEPTANCE OF ALLOCATION AGREEMENT

County of Kings

Agreement Number: CTCP-17-16

Agreement Amount: \$302,415.00

Proposition 56: \$152,415.00

Proposition 99: \$150,000.00

**FUNDING PERIOD: July 1, 2018 through June 30, 2019**

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Control Program.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**California Tobacco Control Program  
Local Lead Agency Allocation Table  
for Proposition 99 and Proposition 56 Funds  
FY 2017/18 - FY 2020/21**

**FY 17/18**

LLA	Agreement	FY 17/18 Prop 99 @ Budget Act Jul-17	FY 17/18 Prop 99 Adjustment @ Jan 2018 GB	FY 17/18 Total Prop 99 @ Jan 2018 GB	FY 17/18 Prop 56 @ BA & GB	FY 17/18 TOTAL Prop 99+56 @ BA & GB
Alameda	CTCP-17-01	\$150,000		\$150,000	\$1,886,917	\$2,036,917
Berkeley	CTCP-17-01A	\$150,000		\$150,000	\$175,190	\$325,190
Alpine	CTCP-17-02	\$150,000		\$150,000	\$219,105	\$369,105
Amador	CTCP-17-03	\$150,000		\$150,000	\$219,105	\$369,105
Butte	CTCP-17-04	\$150,000		\$150,000	\$319,042	\$469,042
Calaveras	CTCP-17-05	\$150,000		\$150,000	\$219,105	\$369,105
Colusa	CTCP-17-06	\$150,000		\$150,000	\$219,105	\$369,105
Contra Costa	CTCP-17-07	\$150,000		\$150,000	\$784,024	\$934,024
Del Norte	CTCP-17-08	\$150,000		\$150,000	\$219,105	\$369,105
El Dorado	CTCP-17-09	\$150,000		\$150,000	\$224,068	\$374,068
Fresno	CTCP-17-10	\$150,000		\$150,000	\$1,167,644	\$1,317,644
Glenn	CTCP-17-11	\$150,000		\$150,000	\$219,105	\$369,105
Humboldt	CTCP-17-12	\$150,000		\$150,000	\$219,105	\$369,105
Imperial	CTCP-17-13	\$150,000		\$150,000	\$219,105	\$369,105
Inyo	CTCP-17-14	\$150,000		\$150,000	\$219,105	\$369,105
Kern	CTCP-17-15	\$150,000		\$150,000	\$742,762	\$892,762
Kings	CTCP-17-16	\$150,000		\$150,000	\$219,105	\$369,105
Lake	CTCP-17-17	\$150,000		\$150,000	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000		\$150,000	\$219,105	\$369,105
Los Angeles	CTCP-17-19	\$1,637,248	(\$492,702)	\$1,144,544	\$17,831,129	\$18,975,673
Pasadena	CTCP-17-19B	\$150,000		\$150,000	\$291,083	\$441,083
Long Beach	CTCP-17-19A	\$150,000		\$150,000	\$924,331	\$1,074,331
Madera	CTCP-17-20	\$150,000		\$150,000	\$219,105	\$369,105
Marin	CTCP-17-21	\$150,000		\$150,000	\$418,708	\$568,708
Mariposa	CTCP-17-22	\$150,000		\$150,000	\$219,105	\$369,105
Mendocino	CTCP-17-23	\$150,000		\$150,000	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000		\$150,000	\$314,966	\$464,966
Modoc	CTCP-17-25	\$150,000		\$150,000	\$219,105	\$369,105
Mono	CTCP-17-26	\$150,000		\$150,000	\$219,105	\$369,105
Monterey	CTCP-17-27	\$150,000		\$150,000	\$582,496	\$712,496
Napa	CTCP-17-28	\$150,000		\$150,000	\$219,105	\$369,105
Nevada	CTCP-17-29	\$150,000		\$150,000	\$219,105	\$369,105
Orange	CTCP-17-30	\$227,230	(\$77,230)	\$150,000	\$2,234,068	\$2,384,068
Placer	CTCP-17-31	\$150,000		\$150,000	\$160,744	\$310,744
Plumas	CTCP-17-32	\$150,000		\$150,000	\$219,105	\$369,105
Riverside	CTCP-17-33	\$150,000		\$150,000	\$1,383,869	\$1,533,869
Sacramento	CTCP-17-34	\$150,000		\$150,000	\$1,431,435	\$1,581,435
San Benito	CTCP-17-35	\$150,000		\$150,000	\$219,105	\$369,105
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000		\$150,000	\$1,661,007	\$1,801,007
San Diego	CTCP-17-37	\$265,214	(\$67,453)	\$197,761	\$2,607,515	\$2,805,276
San Francisco	CTCP-17-38	\$238,357	(\$80,622)	\$177,735	\$2,343,463	\$2,521,198
San Joaquin	CTCP-17-39	\$150,000		\$150,000	\$757,110	\$907,110
San Luis Obispo	CTCP-17-40	\$150,000		\$150,000	\$352,011	\$502,011
San Mateo	CTCP-17-41	\$150,000		\$150,000	\$634,019	\$784,019
Santa Barbara	CTCP-17-42	\$150,000		\$150,000	\$344,271	\$494,271
Santa Clara	CTCP-17-43	\$231,953	(\$58,993)	\$172,960	\$2,280,505	\$2,453,465
Santa Cruz	CTCP-17-44	\$150,000		\$150,000	\$335,184	\$485,184
Shasta	CTCP-17-45	\$150,000		\$150,000	\$258,374	\$408,374
Sierra	CTCP-17-46	\$150,000		\$150,000	\$219,105	\$369,105
Siskiyou	CTCP-17-47	\$150,000		\$150,000	\$219,105	\$369,105
Solano	CTCP-17-48	\$150,000		\$150,000	\$579,764	\$729,764
Sonoma	CTCP-17-49	\$150,000		\$150,000	\$670,943	\$820,943
Stanislaus	CTCP-17-50	\$150,000		\$150,000	\$556,234	\$706,234
Sutter	CTCP-17-51	\$150,000		\$150,000	\$219,105	\$369,105
Tehama	CTCP-17-52	\$150,000		\$150,000	\$219,105	\$369,105
Trinity	CTCP-17-53	\$150,000		\$150,000	\$219,105	\$369,105
Tulare	CTCP-17-54	\$150,000		\$150,000	\$598,627	\$748,627
Tuolumne	CTCP-17-55	\$150,000		\$150,000	\$219,105	\$369,105
Ventura	CTCP-17-56	\$150,000		\$150,000	\$672,716	\$822,716
Yolo	CTCP-17-57	\$150,000		\$150,000	\$261,051	\$411,051
Yuba	CTCP-17-58	\$150,000		\$150,000	\$219,105	\$369,105
		\$11,000,000	(\$757,000)	\$10,243,000	\$51,752,000	\$61,995,000

**California Tobacco Control Program  
Local Lead Agency Allocation Table  
for Proposition 99 and Proposition 56 Funds  
FY 2017/18 - FY 2020/21**

**FY 18/19**

LLA	Agreement	FY 18/19 Prop 99 (Estimate)	FY 18/19 Prop 99 Adjustment @Budget Act	FY 18/19 Total Prop 99 @Budget Act Jul-18	FY 18/19 Prop 56 (Estimate)	FY 18/19 Prop 56 Adjustment @ Budget Act	FY 18/19 Total Prop 56 @ Budget Act	FY 18/19 TOTAL Prop 99+56 @ Budget Act
Alameda	CTCP-17-01	\$150,000	\$0	\$150,000	\$1,429,105	(\$150,815)	\$1,278,290	\$1,428,290
Berkeley	CTCP-17-01A	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Amador	CTCP-17-03	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Butte	CTCP-17-04	\$150,000	\$0	\$150,000	\$245,020	(\$23,086)	\$221,934	\$371,934
Calaveras	CTCP-17-05	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Colusa	CTCP-17-06	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Contra Costa	CTCP-17-07	\$150,000	\$0	\$150,000	\$600,384	(\$57,340)	\$543,044	\$693,044
Del Norte	CTCP-17-08	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
El Dorado	CTCP-17-09	\$150,000	\$0	\$150,000	\$172,082	(\$16,214)	\$155,868	\$305,868
Fresno	CTCP-17-10	\$150,000	\$0	\$150,000	\$894,150	(\$85,397)	\$808,753	\$958,753
Glenn	CTCP-17-11	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Humboldt	CTCP-17-12	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Imperial	CTCP-17-13	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Inyo	CTCP-17-14	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Kern	CTCP-17-15	\$150,000	\$0	\$150,000	\$568,787	(\$54,323)	\$514,464	\$664,464
Kings	CTCP-17-16	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Lake	CTCP-17-17	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Los Angeles	CTCP-17-19	\$1,343,320	(\$1,193,320)	\$150,000	\$13,654,591	(\$1,304,106)	\$12,350,485	\$12,500,485
Pasadena	CTCP-17-19B	\$150,000	\$0	\$150,000	\$222,903	(\$21,289)	\$201,614	\$351,614
Long Beach	CTCP-17-19A	\$150,000	\$0	\$150,000	\$707,827	(\$67,602)	\$640,225	\$790,225
Madera	CTCP-17-20	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Marin	CTCP-17-21	\$150,000	\$0	\$150,000	\$321,563	(\$30,299)	\$291,264	\$441,264
Mariposa	CTCP-17-22	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Mendocino	CTCP-17-23	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$0	\$150,000	\$241,192	(\$23,035)	\$218,157	\$368,157
Modoc	CTCP-17-25	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Mono	CTCP-17-26	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Monterey	CTCP-17-27	\$150,000	\$0	\$150,000	\$430,744	(\$41,199)	\$389,605	\$539,605
Napa	CTCP-17-28	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Nevada	CTCP-17-29	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Orange	CTCP-17-30	\$192,754	(\$42,754)	\$150,000	\$1,710,789	(\$163,392)	\$1,547,397	\$1,697,397
Placer	CTCP-17-31	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Riverside	CTCP-17-33	\$150,000	\$0	\$150,000	\$1,059,729	(\$101,211)	\$958,518	\$1,108,518
Sacramento	CTCP-17-34	\$150,000	\$0	\$150,000	\$1,096,154	(\$104,690)	\$991,464	\$1,141,464
San Benito	CTCP-17-35	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$0	\$150,000	\$1,264,296	(\$120,749)	\$1,143,547	\$1,293,547
San Diego	CTCP-17-37	\$224,974	(\$74,974)	\$150,000	\$1,998,764	(\$190,705)	\$1,808,059	\$1,958,059
San Francisco	CTCP-17-38	\$202,192	(\$52,192)	\$150,000	\$1,794,560	(\$171,392)	\$1,623,168	\$1,773,168
San Joaquin	CTCP-17-39	\$150,000	\$0	\$150,000	\$579,774	(\$55,372)	\$524,402	\$674,402
San Luis Obispo	CTCP-17-40	\$150,000	\$0	\$150,000	\$269,560	(\$25,745)	\$243,815	\$393,815
San Mateo	CTCP-17-41	\$150,000	\$0	\$150,000	\$485,515	(\$46,370)	\$439,145	\$589,145
Santa Barbara	CTCP-17-42	\$150,000	\$0	\$150,000	\$263,634	(\$25,179)	\$238,455	\$388,455
Santa Clara	CTCP-17-43	\$196,760	(\$46,760)	\$150,000	\$1,746,348	(\$166,788)	\$1,579,560	\$1,729,560
Santa Cruz	CTCP-17-44	\$150,000	\$0	\$150,000	\$256,675	(\$24,514)	\$232,161	\$382,161
Shasta	CTCP-17-45	\$150,000	\$0	\$150,000	\$198,428	(\$18,696)	\$179,732	\$329,732
Sierra	CTCP-17-46	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Siskiyou	CTCP-17-47	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Solano	CTCP-17-48	\$150,000	\$0	\$150,000	\$445,251	(\$41,953)	\$403,298	\$553,298
Sonoma	CTCP-17-49	\$150,000	\$0	\$150,000	\$515,276	(\$48,551)	\$466,725	\$616,725
Stanislaus	CTCP-17-50	\$150,000	\$0	\$150,000	\$425,949	(\$40,681)	\$385,268	\$535,268
Sutter	CTCP-17-51	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Tehama	CTCP-17-52	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Trinity	CTCP-17-53	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Tulare	CTCP-17-54	\$150,000	\$0	\$150,000	\$458,412	(\$43,781)	\$414,631	\$564,631
Tuolumne	CTCP-17-55	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Ventura	CTCP-17-56	\$150,000	\$0	\$150,000	\$515,148	(\$49,200)	\$465,948	\$615,948
Yolo	CTCP-17-57	\$150,000	\$0	\$150,000	\$199,906	(\$19,092)	\$180,814	\$330,814
Yuba	CTCP-17-58	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
		\$10,560,000	(\$1,410,000)	\$9,150,000	\$39,745,636	(\$3,744,936)	\$36,000,600	\$45,150,600

**California Tobacco Control Program  
Local Lead Agency Allocation Table  
for Proposition 99 and Proposition 56 Funds  
FY 2017/18 - FY 2020/21**

**CORRECTED FY 19/20**

LLA	Agreement	FY 19/20 Prop 99 (Estimate)	FY 19/20 Prop 99 Adjustment	FY 19/20 Total Prop 99 Revised Estimate	FY 19/20 Prop 56 (Estimate)	FY 19/20 Prop 56 Adjustment	FY 19/20 Total Prop 56 Revised Estimate	FY 19/20 TOTAL Prop 99+56 Estimate
Alameda	CTCP-17-01	\$150,000	\$0	\$150,000	\$1,365,061	(\$149,361)	\$1,215,700	\$1,365,700
Berkeley	CTCP-17-01A	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Amador	CTCP-17-03	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Butte	CTCP-17-04	\$150,000	\$0	\$150,000	\$235,235	(\$22,169)	\$213,066	\$363,066
Calaveras	CTCP-17-05	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Colusa	CTCP-17-06	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Contra Costa	CTCP-17-07	\$150,000	\$0	\$150,000	\$576,034	(\$56,788)	\$519,246	\$669,246
Del Norte	CTCP-17-08	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
El Dorado	CTCP-17-09	\$150,000	\$0	\$150,000	\$165,210	(\$15,210)	\$150,000	\$300,000
Fresno	CTCP-17-10	\$150,000	\$0	\$150,000	\$857,886	(\$84,574)	\$773,312	\$923,312
Glenn	CTCP-17-11	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Humboldt	CTCP-17-12	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Imperial	CTCP-17-13	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Inyo	CTCP-17-14	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Kern	CTCP-17-15	\$150,000	\$0	\$150,000	\$545,718	(\$53,799)	\$491,919	\$641,919
Kings	CTCP-17-16	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Lake	CTCP-17-17	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Los Angeles	CTCP-17-19	\$1,079,112	(\$929,112)	\$150,000	\$13,100,796	(\$1,291,531)	\$11,809,265	\$11,959,265
Pasadena	CTCP-17-19B	\$150,000	\$0	\$150,000	\$213,863	(\$21,084)	\$192,779	\$342,779
Long Beach	CTCP-17-19A	\$150,000	\$0	\$150,000	\$679,120	(\$66,951)	\$612,169	\$762,169
Madera	CTCP-17-20	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Marin	CTCP-17-21	\$150,000	\$0	\$150,000	\$308,721	(\$29,095)	\$279,626	\$429,626
Mariposa	CTCP-17-22	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Mendocino	CTCP-17-23	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$0	\$150,000	\$231,410	(\$22,813)	\$208,597	\$358,597
Modoc	CTCP-17-25	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Mono	CTCP-17-26	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Monterey	CTCP-17-27	\$150,000	\$0	\$150,000	\$413,274	(\$40,742)	\$372,532	\$522,532
Napa	CTCP-17-28	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Nevada	CTCP-17-29	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Orange	CTCP-17-30	\$150,000	\$0	\$150,000	\$1,641,404	(\$161,817)	\$1,479,587	\$1,629,587
Placer	CTCP-17-31	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Riverside	CTCP-17-33	\$150,000	\$0	\$150,000	\$1,016,749	(\$100,235)	\$916,514	\$1,066,514
Sacramento	CTCP-17-34	\$150,000	\$0	\$150,000	\$1,051,697	(\$103,681)	\$948,016	\$1,098,016
San Benito	CTCP-17-35	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$0	\$150,000	\$1,213,020	(\$119,585)	\$1,093,435	\$1,243,435
San Diego	CTCP-17-37	\$188,804	(\$38,804)	\$150,000	\$1,915,780	(\$188,866)	\$1,726,914	\$1,876,914
San Francisco	CTCP-17-38	\$169,684	(\$19,684)	\$150,000	\$1,721,778	(\$169,741)	\$1,552,037	\$1,702,037
San Joaquin	CTCP-17-39	\$150,000	\$0	\$150,000	\$556,260	(\$54,838)	\$501,422	\$651,422
San Luis Obispo	CTCP-17-40	\$150,000	\$0	\$150,000	\$258,628	(\$25,497)	\$233,131	\$383,131
San Mateo	CTCP-17-41	\$150,000	\$0	\$150,000	\$465,824	(\$45,923)	\$419,901	\$569,901
Santa Barbara	CTCP-17-42	\$150,000	\$0	\$150,000	\$252,941	(\$24,936)	\$228,005	\$378,005
Santa Clara	CTCP-17-43	\$150,000	\$0	\$150,000	\$1,675,521	(\$165,180)	\$1,510,341	\$1,660,341
Santa Cruz	CTCP-17-44	\$150,000	\$0	\$150,000	\$246,265	(\$24,278)	\$221,987	\$371,987
Shasta	CTCP-17-45	\$150,000	\$0	\$150,000	\$190,604	(\$17,954)	\$172,650	\$322,650
Sierra	CTCP-17-46	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Siskiyou	CTCP-17-47	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Solano	CTCP-17-48	\$150,000	\$0	\$150,000	\$427,470	(\$40,286)	\$387,184	\$537,184
Sonoma	CTCP-17-49	\$150,000	\$0	\$150,000	\$494,698	(\$46,622)	\$448,076	\$598,076
Stanislaus	CTCP-17-50	\$150,000	\$0	\$150,000	\$408,674	(\$40,289)	\$368,385	\$518,385
Sutter	CTCP-17-51	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Tehama	CTCP-17-52	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Trinity	CTCP-17-53	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Tulare	CTCP-17-54	\$150,000	\$0	\$150,000	\$439,820	(\$43,359)	\$396,461	\$546,461
Tuolumne	CTCP-17-55	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
Ventura	CTCP-17-56	\$150,000	\$0	\$150,000	\$494,255	(\$48,726)	\$445,529	\$595,529
Yolo	CTCP-17-57	\$150,000	\$0	\$150,000	\$191,798	(\$18,908)	\$172,890	\$322,890
Yuba	CTCP-17-58	\$150,000	\$0	\$150,000	\$161,550	(\$11,550)	\$150,000	\$300,000
		\$10,137,600	(\$987,600)	\$9,150,000	\$38,155,714	(\$3,595,138)	\$34,560,576	\$43,710,576

**California Tobacco Control Program  
Local Lead Agency Allocation Table  
for Proposition 99 and Proposition 56 Funds  
FY 2017/18 - FY 2020/21**

**CORRECTED FY 20/21**

LLA	Agreement	FY 20/21 Prop 99 (Estimate)	FY 20/21 Prop 99 Adjustment	FY 20/21 Total Revised Prop 99 Estimate	FY 20/21 Prop 56 (Estimate)	FY 20/21 Prop 56 Adjustment	FY 20/21 Total Revised Prop 56 Estimate	FY 20/21 TOTAL Prop 99+56 Estimate
Alameda	CTCP-17-01	\$150,000	\$0	\$150,000	\$1,303,603	(\$151,140)	\$1,152,463	\$1,302,463
Berkeley	CTCP-17-01A	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Amador	CTCP-17-03	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Butte	CTCP-17-04	\$150,000	\$0	\$150,000	\$225,821	(\$21,273)	\$204,548	\$354,548
Calaveras	CTCP-17-05	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Colusa	CTCP-17-06	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Contra Costa	CTCP-17-07	\$150,000	\$0	\$150,000	\$552,668	(\$57,465)	\$495,203	\$645,203
Del Norte	CTCP-17-08	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
El Dorado	CTCP-17-09	\$150,000	\$0	\$150,000	\$158,598	(\$8,598)	\$150,000	\$300,000
Fresno	CTCP-17-10	\$150,000	\$0	\$150,000	\$823,086	(\$85,581)	\$737,505	\$887,505
Glenn	CTCP-17-11	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Humboldt	CTCP-17-12	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Imperial	CTCP-17-13	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Inyo	CTCP-17-14	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Kern	CTCP-17-15	\$150,000	\$0	\$150,000	\$523,581	(\$54,440)	\$469,141	\$619,141
Kings	CTCP-17-16	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Lake	CTCP-17-17	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Los Angeles	CTCP-17-19	\$732,096	(\$582,096)	\$150,000	\$12,569,372	(\$1,308,918)	\$11,262,454	\$11,412,454
Pasadena	CTCP-17-19B	\$150,000	\$0	\$150,000	\$205,188	(\$21,335)	\$183,853	\$333,853
Long Beach	CTCP-17-19A	\$150,000	\$0	\$150,000	\$651,571	(\$67,748)	\$583,823	\$733,823
Madera	CTCP-17-20	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Marin	CTCP-17-21	\$150,000	\$0	\$150,000	\$296,366	(\$27,919)	\$268,447	\$418,447
Mariposa	CTCP-17-22	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Mendocino	CTCP-17-23	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$0	\$150,000	\$222,023	(\$23,085)	\$198,938	\$348,938
Modoc	CTCP-17-25	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Mono	CTCP-17-26	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Monterey	CTCP-17-27	\$150,000	\$0	\$150,000	\$396,510	(\$41,228)	\$355,282	\$505,282
Napa	CTCP-17-28	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Nevada	CTCP-17-29	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Orange	CTCP-17-30	\$150,000	\$0	\$150,000	\$1,574,821	(\$163,744)	\$1,411,077	\$1,561,077
Placer	CTCP-17-31	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Riverside	CTCP-17-33	\$150,000	\$0	\$150,000	\$975,505	(\$101,429)	\$874,076	\$1,024,076
Sacramento	CTCP-17-34	\$150,000	\$0	\$150,000	\$1,009,035	(\$104,915)	\$904,120	\$1,054,120
San Benito	CTCP-17-35	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$0	\$150,000	\$1,163,814	(\$121,009)	\$1,042,805	\$1,192,805
San Diego	CTCP-17-37	\$150,000	\$0	\$150,000	\$1,838,067	(\$191,115)	\$1,646,952	\$1,796,952
San Francisco	CTCP-17-38	\$150,000	\$0	\$150,000	\$1,651,934	(\$171,782)	\$1,480,172	\$1,630,172
San Joaquin	CTCP-17-39	\$150,000	\$0	\$150,000	\$533,696	(\$55,492)	\$478,204	\$628,204
San Luis Obispo	CTCP-17-40	\$150,000	\$0	\$150,000	\$248,136	(\$25,800)	\$222,336	\$372,336
San Mateo	CTCP-17-41	\$150,000	\$0	\$150,000	\$446,928	(\$46,470)	\$400,458	\$550,458
Santa Barbara	CTCP-17-42	\$150,000	\$0	\$150,000	\$242,681	(\$25,233)	\$217,448	\$367,448
Santa Clara	CTCP-17-43	\$150,000	\$0	\$150,000	\$1,607,554	(\$167,147)	\$1,440,407	\$1,590,407
Santa Cruz	CTCP-17-44	\$150,000	\$0	\$150,000	\$236,275	(\$24,567)	\$211,708	\$361,708
Shasta	CTCP-17-45	\$150,000	\$0	\$150,000	\$182,880	(\$17,228)	\$165,652	\$315,652
Sierra	CTCP-17-46	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Siskiyou	CTCP-17-47	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Solano	CTCP-17-48	\$150,000	\$0	\$150,000	\$410,363	(\$38,659)	\$371,704	\$521,704
Sonoma	CTCP-17-49	\$150,000	\$0	\$150,000	\$474,901	(\$44,738)	\$430,163	\$580,163
Stanislaus	CTCP-17-50	\$150,000	\$0	\$150,000	\$392,086	(\$40,789)	\$351,297	\$501,297
Sutter	CTCP-17-51	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Tahama	CTCP-17-52	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Trinity	CTCP-17-53	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Tulare	CTCP-17-54	\$150,000	\$0	\$150,000	\$421,979	(\$43,876)	\$378,103	\$528,103
Tuolumne	CTCP-17-55	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
Ventura	CTCP-17-56	\$150,000	\$0	\$150,000	\$474,208	(\$49,307)	\$424,899	\$574,899
Yolo	CTCP-17-57	\$150,000	\$0	\$150,000	\$184,018	(\$19,133)	\$164,885	\$314,885
Yuba	CTCP-17-58	\$150,000	\$0	\$150,000	\$155,085	(\$5,085)	\$150,000	\$300,000
		\$9,732,096	(\$582,096)	\$9,150,000	\$36,629,486	(\$3,451,333)	\$33,178,153	\$42,328,153

**California Tobacco Control Program  
Local Lead Agency Allocation Table  
for Proposition 99 and Proposition 56 Funds  
FY 2017/18 - FY 2020/21**

Appendix 1

**CORRECTED  
TOTAL**

LLA	Agreement	FY 17/18 - FY 20/21 PROP 99 + PROP 56 TOTALS
Alameda	CTCP-17-01	\$6,133,370
Berkeley	CTCP-17-01A	\$1,225,190
Alpine	CTCP-17-02	\$1,271,520
Amador	CTCP-17-03	\$1,271,520
Butte	CTCP-17-04	\$1,558,590
Calaveras	CTCP-17-05	\$1,271,520
Colusa	CTCP-17-06	\$1,271,520
Contra Costa	CTCP-17-07	\$2,941,517
Del Norte	CTCP-17-08	\$1,271,520
El Dorado	CTCP-17-09	\$1,279,936
Fresno	CTCP-17-10	\$4,087,214
Glenn	CTCP-17-11	\$1,271,520
Humboldt	CTCP-17-12	\$1,271,520
Imperial	CTCP-17-13	\$1,271,520
Inyo	CTCP-17-14	\$1,271,520
Kern	CTCP-17-15	\$2,818,286
Kings	CTCP-17-16	\$1,271,520
Lake	CTCP-17-17	\$1,200,000
Lassen	CTCP-17-18	\$1,271,520
Los Angeles	CTCP-17-19	\$54,847,877
Pasadena	CTCP-17-19B	\$1,469,329
Long Beach	CTCP-17-19A	\$3,360,548
Madera	CTCP-17-20	\$1,271,520
Marin	CTCP-17-21	\$1,858,045
Mariposa	CTCP-17-22	\$1,271,520
Mendocino	CTCP-17-23	\$1,200,000
Merced (CHC)	17-10006	\$1,540,668
Modoc	CTCP-17-25	\$1,271,520
Mono	CTCP-17-26	\$1,271,520
Monterey	CTCP-17-27	\$2,279,915
Napa	CTCP-17-28	\$1,271,520
Nevada	CTCP-17-29	\$1,271,520
Orange	CTCP-17-30	\$7,272,129
Placer	CTCP-17-31	\$1,210,744
Plumas	CTCP-17-32	\$1,271,520
Riverside	CTCP-17-33	\$4,732,977
Sacramento	CTCP-17-34	\$4,875,035
San Benito	CTCP-17-35	\$1,271,520
San Bernardino (CHC)	17-10038 / 18-10380	\$5,530,794
San Diego	CTCP-17-37	\$8,435,201
San Francisco	CTCP-17-38	\$7,626,675
San Joaquin	CTCP-17-39	\$2,861,138
San Luis Obispo	CTCP-17-40	\$1,651,293
San Mateo	CTCP-17-41	\$2,493,523
Santa Barbara	CTCP-17-42	\$1,628,179
Santa Clara	CTCP-17-43	\$7,433,773
Santa Cruz	CTCP-17-44	\$1,601,040
Shasta	CTCP-17-45	\$1,376,308
Sierra	CTCP-17-46	\$1,271,520
Siskiyou	CTCP-17-47	\$1,271,520
Solano	CTCP-17-48	\$2,341,950
Sonoma	CTCP-17-49	\$2,615,907
Stanislaus	CTCP-17-50	\$2,261,214
Sutter	CTCP-17-51	\$1,271,520
Tehama	CTCP-17-52	\$1,271,520
Trinity	CTCP-17-53	\$1,271,520
Tulare	CTCP-17-54	\$2,387,822
Tuolumne	CTCP-17-55	\$1,271,520
Ventura	CTCP-17-56	\$2,609,092
Yolo	CTCP-17-57	\$1,379,640
Yuba	CTCP-17-58	\$1,271,520
		\$193,184,329



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

August 14, 2018

**SUBMITTED BY:** Health Department – Ed Hill

**SUBJECT:** AMENDED AGREEMENT FOR THE WOMEN, INFANTS, AND CHILDREN  
SUPPLEMENTAL NUTRITION PROGRAM FOR FISCAL YEARS 2016-19

**SUMMARY:**

**Overview:**

The California Department of Public Health Women, Infants, and Children Program (WIC) has amended Years 3 and 4 of the Women, Infants, and Children (WIC) Standard Amendment Agreement with Kings County for Fiscal Years (FY) 2016-2019 which was approved by your Board on August 25, 2015.

**Recommendation:**

**Authorize the Chairman to sign the Women, Infants, and Children Supplemental Nutrition Standard Agreement Amendment for Fiscal Years 2016-19.**

**Fiscal Impact:**

There is no cost to the County General Fund associated with the recommended action. The maximum amount payable under this amended Agreement shall not exceed \$6,820,172 of Federal program funds. The contract total did not change for this amendment, but funds were reallocated to optimize the use of the grant monies.

**BACKGROUND:**

The WIC program is a Federal nutrition education and supplemental food program for low income women, infants, and children up to 5 years of age. The focus of the program is nutrition education, breastfeeding promotion and support, and vouchers for specific foods. Funding for local agencies is allocated by a predetermined formula, which is based on caseload and the estimated cost per participant. The Kings County Health Department is the local provider of this program. The current caseload allocation for the Kings County Health Department WIC Program is 8,050 participants. The amendment is to compensate the contractor for actual expenditures invoiced. This agreement has been reviewed and approved by County Counsel.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.



**STANDARD AGREEMENT AMENDMENT**

STD 213A (Rev 6/03)

Check here if additional pages are added: 1 Page(s)

Agreement Number 15-10087	Amendment Number A03
Registration Number:	

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

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name County of Kings	(Also referred to as Contractor)
2. The term of this Agreement is: October 1, 2015 through September 30, 2019
3. The maximum amount of this Agreement after this amendment is: **\$ 6,820,172** Six Million Eight Hundred Twenty Thousand One Hundred Seventy Two Dollars.
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - I. **Purpose of amendment:** This amendment is shifting funds for fiscal years 3 through 4 of the Exhibit B, Attachments I, II and III Budget, Detail Worksheet and Facility Costs in order to compensate the contractor for actual expenditures invoiced.
  - II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Kings		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Richard Valle, District 2 Supervisor, Chairman, Board of Supervisors		
Address 1400 W. Lacey Blvd. Hanford, CA 93230		
<b>STATE OF CALIFORNIA</b>		
Agency Name California Department of Public Health		<input type="checkbox"/> Exempt per:
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Jeffrey Mapes, Chief, Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

III. Exhibit A, Scope of Work, Provision 5.C. is revised as follows:

**C. All payments from CDPH to the Contractor shall be sent to the following address:**

Remittance Address
<b>Contractor: <u>County of Kings</u></b>
<b>Attention: <u>Fiscal Analyst</u>  </b>
<b><u>1400 W. Lacey Blvd.</u></b>
<b><u>Hanford, CA 93230</u></b>
<b>Phone: <u>(559) 852-2574</u></b>
<b>Fax:</b>
<b>E-mail: <u>Nancy.Gerking@co.kings.ca.us</u>  </b>

~~C.~~ **D.** Either party may change the information in paragraphs ~~A or B~~ **A, B or C** above by giving written notice to the other party. These changes shall not require an amendment to this Agreement.

Exhibit B, Attachment I A2-A3  
Budget

	Year 1 10/1/2015 - 9/30/2016		Year 2 10/1/2016 - 9/30/2017		Year 3 10/1/2017 - 9/30/2018				Year 4 10/1/2018 - 9/30/2019				Totals		Totals			
	Budget Amendment-A02		Budget Amendment-A02		Budget Adj.		Budget Amendment-A02		Budget Adj.		Budget Amendment-A02		Budget Adj.		Total Adj.		Total Amendment A02	
	Budget	Amendment-A02	Budget	Amendment-A02	Budget	Adj.	Budget	Amendment-A02	Budget	Adj.	Budget	Amendment-A02	Budget	Adj.	Adj.	Amendment A02	Amendment A02	Amendment A02
<b>Personnel</b>																		
Total Salaries and Wages	925,749	909,568	932,336	957,988	25,652		966,343	(21,917)	944,426			3,733,998		3,735		3,737,731		
Fringe Benefits	324,012	336,540	354,287	364,035	9,748		376,873	(8,547)	368,326			1,394,712		1,201		1,392,913		
<b>Personnel</b>	<b>1,249,761</b>	<b>1,246,108</b>	<b>1,286,623</b>	<b>1,322,023</b>	<b>35,400</b>		<b>1,343,216</b>	<b>(30,464)</b>	<b>1,312,752</b>			<b>5,125,708</b>		<b>4,936</b>		<b>5,130,644</b>		
<b>Operating Expenses</b>																		
Minor Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General Office Expenses	105,114	154,017	115,803	105,002	(10,801)		156,315	(62,703)	93,612			531,249		(73,504)		457,745		
Training	2,500	2,000	2,000	2,000	-		2,000	-	2,000			8,500		-		8,500		
Travel	5,000	7,000	9,000	4,997	(4,003)		9,000	(4,000)	5,000			30,000		(8,003)		21,997		
Professional Certifications	588	588	180	305	125		486	-	486			1,842		125		1,967		
Outreach	-	-	-	-	-		-	-	-			-		-		-		
Media/Promotion	750	-	-	-	-		1,000	(1,000)	-			1,750		(1,000)		750		
Program Materials	1,000	1,000	1,000	673	(827)		1,000	-	1,000			4,000		(327)		3,673		
Vehicle Maintenance	-	-	-	-	-		-	-	-			-		-		-		
Audit	-	-	-	-	-		-	-	-			-		-		-		
Facility Costs (See Exhibit B Attachment III for breakdown)	155,304	159,960	164,760	140,472	(24,288)		84,000	90,792	174,792			564,024		66,504		630,528		
<b>Operating Expenses</b>	<b>270,256</b>	<b>324,565</b>	<b>282,743</b>	<b>253,449</b>	<b>(39,294)</b>		<b>253,801</b>	<b>23,089</b>	<b>276,890</b>			<b>1,141,365</b>		<b>(16,205)</b>		<b>1,125,160</b>		
<b>Major Equipment</b>																		
Telephone System	-	-	-	-	-		-	-	-			-		-		-		
Information Technology Equipment	-	-	-	-	-		-	-	-			-		-		-		
Vehicle (s)	-	-	-	-	-		-	-	-			-		-		-		
Photocopy Equipment	-	-	-	-	-		-	-	-			-		-		-		
<b>Major Equipment</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>			<b>-</b>		<b>-</b>		<b>-</b>		
<b>Subcontracts</b>																		
Subcontracts	-	-	-	-	-		-	-	-			-		-		-		
<b>Indirect Costs</b>																		
Indirect Costs	137,473	137,071	141,528	145,422	3,894		147,753	(3,351)	144,402			563,825		543		564,368		
<b>TOTAL COSTS</b>	<b>1,657,490</b>	<b>1,707,744</b>	<b>1,720,894</b>	<b>1,720,894</b>	<b>-</b>		<b>1,744,770</b>	<b>(10,726)</b>	<b>1,734,044</b>			<b>6,830,898</b>		<b>(10,726)</b>		<b>6,820,172</b>		

Exhibit B Attachment II A2.A3  
Detail Worksheet

Personnel Position Title	Exhibit A SOW #A	Exhibit A Attach 1	Client Base Annual Minimum	Client Base Annual Maximum	Client Annual Salary	Client Annual Allowance	FTE	Year 1 10/1/2018 - 9/30/2019		Year 2 10/1/2019 - 9/30/2020		Year 3 10/1/2020 - 9/30/2021		Year 4 10/1/2021 - 9/30/2022		Totals	Totals Adj.	Totals Adj.	
								Budget Amend Adj.	Percent	Budget Amend Adj.	Percent	Budget Amend Adj.	Percent	Budget Amend Adj.	Percent				
WIC Director	1-22		65,713	81,726	65,115	1.00	30,193	76,892	1.00	81,798	1.74	83,500	81,786	3,330	85,116	320,927	5,644	326,571	
Senior Director	6-7,12,14,15 1-7		84,719	64,360	77,643	2.00	146,542	153,852	2.00	154,089	3,414	157,500	154,086	5,234	166,250	619,668	9,648	629,314	
Registered Dietitian	6-7,12,14,15 1-7		61,679	61,260	59,450	0.65	40,679	40,679	1.00	41,793	27,745	34,093	41,793	61,576	61,576	215,248	69,197	284,445	
Nutrition Technician	6-7,12,14,15 1-5		43,672	42,468	38,710	1.00	37,475	37,475	1.00	37,475	37,475	37,475	37,475	37,475	37,475	205,845	33,794	239,639	
Office Assistant I	12,18		27,517	27,504	26,748	1.50	44,586	44,586	1.00	44,586	31,246	31,246	44,586	10,026	54,612	153,316	21,930	171,386	
Office Assistant III	12,18,19		30,977	30,516	30,182	1.00	30,481	30,481	1.00	30,481	1,619	33,600	30,481	34,150	34,150	132,702	1,019	133,721	
WIC Nutrition Assistant II	7,12,14,15 1-6		31,894	32,369	31,772	8.00	260,022	268,022	8.00	268,022	268,022	268,022	268,022	268,022	268,022	1,833,928	67,000	1,900,928	
WIC Nutrition Assistant I	7,12,14,15 1-6		28,330	28,259	27,812	4.00	127,028	132,048	4.00	132,048	25,415	105,000	132,048	132,048	132,048	67,584	849,177	716,761	
WIC Nutrition Assistant I	7,12,14,15 1-5		25,838	26,544	26,214	2.00	42,275	40,481	1.35	37,122	34,020	71,442	37,122	42,197	40,853	31,544	154,075	23,367	177,443
<b>Total Salaries and Wages</b>																			
<b>Fringe Benefits</b>																			
<b>Total Personnel</b>																			
<b>Operating Expenses</b>																			
Minor Equipment	17,18 SOW 5A, 11																		
General Office Expenses	7																		
Travel	4,5																		
Professional Certifications	4,5																		
Outreach	5																		
Minor/Personal Vehicle Maintenance	6																		
Minor/Personal Vehicle Maintenance	6,18,20-23																		
Minor/Personal Vehicle Maintenance	11																		
<b>Total Operating Expenses</b>																			
<b>Major Equipment</b>																			
<b>Subcontractors</b>																			
<b>Total Indirect Costs</b>																			
<b>Total Costs</b>																			

Revised Yr. 3 Budget: 1,720,843.00  
 Yr. 3 - Budget Increase: 100,750.00  
 Yr. 4 - Contract Balance: 1,720,843.00  
 Revised Yr. 4 Budget: 1,734,044.00  
 Yr. 4 - Budget Increase: 100,750.00  
 Yr. 4 - Contract Balance: 1,734,044.00

① Bilingual - Positions that receive bilingual pay will show a higher salary. Justification will be kept on file with the original contract.  
 ② Longevity, Retention, Differential and COLA - Positions that receive these compensations will show a higher salary. Justification and Union Contract will be kept on file with the original contract.  
 ③ Overtime - Is budgeted for up to a 5% increase for each year.  
 ④ Fringe Benefits - Any fringe benefit Years 1-4 that exceeds 5% will need a written justification.  
 ⑤ General Office Expenses - Effective this year, pursuant to new OMB rules, Minor Equipment, and General Office Expenses, will include Desks, Computers, Chairs, Tables, Modular Furniture, Monitors and Printers.  
 ⑥ Vehicle Maintenance - maintenance over \$500 will need COPM/WIC Division approval.  
 ⑦ Major Equipment - Refer to Exhibit B(6) page 8, Paragraph 3 for instructions; Vehicle(s) will be used for instruction; vehicle(s) will be used for instruction; enter TSD and list of services to be provided.  
 ⑧ Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 14, 2018

**SUBMITTED BY:** Human Resources – Leslie McCormick Wilson/Henie Ring

**SUBJECT:** OUT OF STATE TRAVEL

**SUMMARY:**

### **Overview:**

The County's Deferred Compensation program includes funding for ongoing fiduciary training of the Deferred Compensation Oversight Committee members. The five members of the Committee are: the Human Resources Director, Assistant CAO, Finance Director, Assistant Finance Director and a retiree representative. Attendance at the National Association of Government Defined Contribution Administrators (NAGDCA) is highly recommended by NFP Retirement, who advises the oversight committee on plan management. It is recommended that Henie Ring be slated to attend the conference this year as part of succession planning within Human Resources.

### **Recommendation:**

**Approve out-of-state travel for Henie Ring, Principal Personnel Analyst, to attend the National Association of Government Defined Contribution Administrators Conference in Philadelphia, Pennsylvania on September 22-26, 2018.**

### **Fiscal Impact:**

Expenses for the conference including air fare, hotel and other costs are estimated at approximately \$3,000. Appropriation for this expense is included within the Human Resources Fiscal Year 18/19 budget for this purpose. The costs are offset by revenue from the plan provider so there is no net County cost for this trip.

### **BACKGROUND:**

NAGDCA is the premier organization in the country for defined contribution program managers. The budget for the committee includes one member attending this annual conference which is rotated amongst the members.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **OUT OF STATE TRAVEL**

**August 14, 2018**

**Page 2 of 2**

In years when the conference is held closer to California, it is feasible to send more than one committee member. However, this year's conference is being held in Philadelphia, Pennsylvania and begins on, Sunday, September 23, 2018 and ends mid-day on Wednesday, September 26, 2018, with Saturday, September 22 as a travel day.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 14, 2018

**SUBMITTED BY:** Information Technology Department– John Devlin/Dave Shubert

**SUBJECT:** STORAGE AREA NETWORK SUPPORT

**SUMMARY:**

**Overview:**

The County's Storage Area Network (SAN) support and maintenance expires August 31, 2018. The new agreement is effective 08/31/2018 through 01/31/2022. It is being requested that the Board of Supervisors authorize the Purchasing Manager to sign the Purchase Order for the support and maintenance renewal.

**Recommendation:**

**Authorize the Purchasing Manager to sign the Purchase Order with Dell Marketing, L.P. for the Storage Area Network agreement effective August 31, 2018 through January 31, 2022.**

**Fiscal Impact:**

The total cost of \$123,254 is included in Information Technology's Fiscal Year 2018/2019 Recommended Budget (195000/82225005). The term of the contract is 08/31/2018 to 01/31/2022.

**BACKGROUND:**

The County's SAN is the foundation of all storage throughout the County. The SAN consists of 144 hard drives that stores and manages the entire County's critical information. The SAN represents 100% of the critical systems that are used in each department. The SAN was purchased through Dell. This maintenance support is required to cover this critical system.

**BOARD ACTION :**

**APPROVED AS RECOMMENDED:** \_\_\_\_\_ **OTHER:** \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.



KINGS COUNTY, CALIFORNIA (Custom Quote)



**PO Address:**  
 Dell Marketing, L.P.  
 P.O. Box 149257  
 Austin, TX 78714

**Date:** April 30, 2018  
**Quotation #:** QUO-1040623-F8GJ  
**Valid Until:** August 31, 2018  
**Prepared By:** Cindy Robinson

**Quote For:**  
 Dell Marketing, LP  
 P.O. Box 149257  
 Austin, TEXAS 78714  
 UNITED STATES

**Customer:** KINGS COUNTY, CALIFORNIA  
 1400 W Lacey Blvd  
 Hanford, CA 93230  
 US

Quote Term: Custom  
 System 77366 / 77367 - Hanford, CA CC:WN03AGW, C#129068602 Proposed Contract Dates: Aug 01, 2018 - Jan 31, 2022

Service Tag	Part	Description	Qty	Coverage Dates	Duration: Support   Parts	EU Price
	Software					
	SW-CORE-BASE-F-MTCS	Support, 24x7, SW, Storage Center	1	08/31/2018 - 01/31/2022	42   0	0.00
	SW-LVRR-LIC-ALC-MTCS	Support, 24x7, SW, Live Volume +	1	08/31/2018 - 01/31/2022	42   0	43,999.20
	SW-OPTIMIZATION-BNDL MTCS	Support, 24x7, SW, Storage Optimization Bundle	1	08/31/2018 - 01/31/2022	42   0	36,869.18
<b>Coverage Type is: Zone 1, ProSupport* 24x7 w/ Priority On-Site (4 hour)</b>						<b>EU Price</b>
Onsite Support						\$
3rd Party Onsite Support						\$
Support Center						\$80,868.38
Discount Amount						\$20,116.01
<b>Support Renewal Total</b>						<b>\$60,752.37</b>
Current Agreement Expiration Date: 07/31/2018						All pricing in US Dollars

Terms and Conditions

KINGS COUNTY, CALIFORNIA (Custom Quote)



**PO Address:**  
 Dell Marketing, L.P.  
 P.O. Box 149257  
 Austin, TX 78714

**Date:** April 30, 2018  
**Quotation #:** QUO-1040634-FY75  
**Valid Until:** August 31, 2018  
**Prepared By:** Cindy Robinson

**Quote For:**  
 Dell Marketing, LP  
 P.O. Box 149257  
 Austin, TEXAS 78714  
 UNITED STATES

**Customer:** KINGS COUNTY, CALIFORNIA  
 1400 W Lacey Blvd  
 Hanford, CA 93230  
 US

**Quote Term:** Custom

**System:** 77412 / 77413 - Hanford, CA CC:WN03AGW, C#129068602 **Proposed Contract Dates:** Aug 01, 2018 - Jan 31, 2022

Service Tag	Part	Description	Qty	Coverage Dates	Duration: Support   Parts	EU Price
<b>Software</b>						
	SW-CORE-BASE-F-MTCS	Support, 24x7, SW, Storage Center	1	08/31/2018 - 01/31/2022	42   0	0.00
	SW-EMCB-LIC-ALC-MTCS	Support, 24x7, SW, Dell Storage	1	08/31/2018 - 01/31/2022	42   0	2,328.48
	SW-LVRR-LIC-ALC-MTCS	Support, 24x7, SW, Live Volume +	1	08/31/2018 - 01/31/2022	42   0	43,999.20
	SW-OPTIMIZATION-BNDL-MTCS	Support, 24x7, SW, Storage Optimization Bundle	1	08/31/2018 - 01/31/2022	42   0	36,869.18
<b>Coverage Type is: Zone 1, ProSupport* 24x7 w/ Priority On-Site (4 hour)</b>						<b>EU Price</b>
3rd Party Onsite Support						\$
Support Center						\$83,196.86
Discount Amount						\$20,695.22
<b>Support Renewal Total</b>						<b>\$62,501.64</b>

**Current Agreement Expiration Date:** 07/31/2018

All pricing in US Dollars

**Terms and Conditions**



KINGS COUNTY, CALIFORNIA (Custom Quote)

**PO Address:**  
 Dell Marketing, L.P.  
 P.O. Box 149257  
 Austin, TX 78714

**Date:** April 30, 2018  
**Quotation #:** QUO-1040623-F8GJ  
**Valid Until:** August 31, 2018  
**Prepared By:** Cindy Robinson

**Quote For:**  
 Dell Marketing, LP  
 P.O. Box 149257  
 Austin, TEXAS 78714  
 UNITED STATES

**Customer:** KINGS COUNTY, CALIFORNIA  
 1400 W Lacey Blvd  
 Hanford, CA 93230  
 US

Quote Term: Custom

System 77366 / 77367 - Hanford, CA CC:WN03AGW, C#129068602 Proposed Contract Dates: Aug 01, 2018 - Jan 31, 2022

Service Tag	Part	Description	Qty	Coverage Dates	Duration: Support   Parts	EU Price
Software						
	SW-CORE-BASE-F-MTCS	Support, 24x7, SW, Storage Center OS Core	1	08/31/2018 - 01/31/2022	42   0	0.00
	SW-LVRR-LIC-ALC-MTCS	Support, 24x7, SW, Live Volume + RIRA License	1	08/31/2018 - 01/31/2022	42   0	43,999.20
	SW-OPTIMIZATION-BNDL MTCS	Support, 24x7, SW, Storage Optimization Bundle	1	08/31/2018 - 01/31/2022	42   0	36,869.18
Coverage Type is: Zone 1, ProSupport* 24x7 w/ Priority On-Site (4 hour)						EU Price
						Onsite Support
						3rd Party Onsite Support
						Support Center
						Discount Amount
Current Agreement Expiration Date: 07/31/2018						Support Renewal Total
						\$60,762.37

All pricing in US Dollars

**Terms and Conditions**

This quote is valid for 30 days unless otherwise stated. If this purchase is for your internal use and you do not have a separate agreement between you and Dell that specifically applies to this order, your order will be subject to and governed by Dell's Commercial Terms of Sale, which can be found at [www.dell.com/terms](http://www.dell.com/terms), and which incorporate Dell's U.S. Return Policy, at [www.dell.com/returnpolicy#total](http://www.dell.com/returnpolicy#total). Please note in particular that Dell EqualLogic-branded products, Dell Compellent-branded products, Dell EMC- and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. If this purchase is intended for resale and you do not have a separate agreement between you and Dell that specifically applies to this order, your order will be subject to and governed by Dell's Terms and Conditions of Sale for Persons or Entities Purchasing to Resell (or Reseller Terms of Sale), which can be found at [www.dell.com/terms/#reseller](http://www.dell.com/terms/#reseller). If your order includes services, then such services are subject to and governed by the applicable service descriptions and terms located at [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts). The foregoing applicable online terms are hereby incorporated by reference and available in hardcopy from Dell. You acknowledge having read and agree to be bound by such online terms.

**Pricing, Taxes, and Additional Information**

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly. For information on Dell's Asset Recovery and Recycling Services please visit our website at [www.dell.com/assetrecovery](http://www.dell.com/assetrecovery).

The 'Anticipated Needs' for Software Expansion Licenses on the Quote are recommendations only and are based upon your active Storage Center's last Phone Home communication and does not guarantee that the number of recommended or purchased Software Expansion Licenses is accurate or adequate to fulfill your actual requirements or needs.



KINGS COUNTY, CALIFORNIA (Custom Quote)

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 P.O. Box 149257  
 Austin, TX 78714

**Date:** April 30, 2018  
**Quotation #:** QUO-1040634-FY75  
**Valid Until:** August 31, 2018  
**Prepared By:** Cindy Robinson

**Quote For:**  
 Dell Marketing, LP  
 P.O. Box 149257  
 Austin, TEXAS 78714  
 UNITED STATES

**Customer:** KINGS COUNTY, CALIFORNIA  
 1400 W Lacey Blvd  
 Hanford, CA 93230  
 US

Quote Term: Custom

System 77412 / 77413 - Hanford, CA CC:WN03AGW, C#129068602 Proposed Contract Dates: Aug 01, 2018 - Jan 31, 2022

Service Tag	Part	Description	Qty	Coverage Dates	Duration: Support   Parts	EU Price
Software						
	SW-CORE-BASE-F-MTCS	Support, 24x7, SW, Storage Center OS Core	1	08/31/2018 - 01/31/2022	42   0	0.00
	SW-EMCB-LIC-ALC-MTCS	Support, 24x7, SW, Dell Storage Manager License	1	08/31/2018 - 01/31/2022	42   0	2,328.48
	SW-LVRR-LIC-ALC-MTCS	Support, 24x7, SW, Live Volume + RIRA License	1	08/31/2018 - 01/31/2022	42   0	43,999.20
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Coverage Type is: Zone 1, ProSupport* 24x7 w/ Priority On-Site (4 hour)						EU Price
						Onsite Support
						3rd Party Onsite Support
						Support Center
						Discount Amount
Current Agreement Expiration Date: 07/31/2018						<b>\$83,196.86</b>
						<b>\$20,695.22</b>
						<b>\$82,501.64</b>

All pricing in US Dollars

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**Pricing, Taxes, and Additional Information**

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The 'Anticipated Needs' for Software Expansion Licenses on the Quote are recommendations only and are based upon your active Storage Center's last Phone Home communication and does not guarantee that the number of recommended or purchased Software Expansion Licenses is accurate or adequate to fulfill your actual requirements or needs.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

August 14, 2018

**SUBMITTED BY:** Probation Department – Kelly Zuniga/Dan Luttrell

**SUBJECT:** AGREEMENT WITH THE COUNSELING AND PSYCHOTHERAPY CENTER

**SUMMARY:**

**Overview:**

The Kings County Probation Department is requesting to renew the agreement with The Counseling and Psychotherapy Center, Inc. to provide treatment services for sex offenders within Kings County.

**Recommendation:**

**Authorize the Chairman to sign the contract with The Counseling and Psychotherapy Center, Inc. to provide treatment services for sex offenders within Kings County.**

**Fiscal Impact:**

There is no fiscal impact to the County's General Fund. This service will be funded from Senate Bill 678 funds in Budget Unit 233200 for the FY 2018/19 budget; the agreement is not to exceed \$40,000.

**BACKGROUND:**

Effective July 1, 2012, Penal Code Section 1203.067 was modified following the passage of Assembly Bill 1844 (Chelsea's Law). Mandates were established requiring all registered sex offenders placed on probation to be supervised under the "Containment Model." The containment model is a multi-disciplinary team including the Probation Officer; the Treatment Provider; a Polygraph Examiner; and a Victim Witness Advocate. The team members are required to meet on a monthly basis to discuss and evaluate the offender's performance on probation to support safe case management in the community.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **AGREEMENT WITH THE COUNSELING AND PSYCHOTHERAPY CENTER**

**August 14, 2018**

**Page 2 of 2**

An initial risk assessment conducted on each offender by the probation officer and treatment provider are scored and sent to the Department of Justice for the Sex Offender Database. The Containment Model Program is intended to be offender paid. The Probation Department has implemented a sliding scale commensurate with the offender's income; the unpaid portion will be paid out of this \$40,000 appropriation.

The agreement has been reviewed and approved by County Counsel, and the insurance requirements have been reviewed by County Administration.

Agreement No. \_\_\_\_\_

**COUNTY OF KINGS  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into as of the 1<sup>st</sup> day of July, 2018, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and THE COUNSELING AND PSYCHOTHERAPY CENTER, INC., a CONTRACTOR (hereinafter "Contractor").

**RECITALS**

WHEREAS, County requires services for the psychological treatment of sexual offenders; 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**

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility. Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

**3. COMPENSATION**

A. Consultant 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 A**. It is mutually agreed that the County shall pay Contractor no more than a maximum of Forty Thousand and 00/100 Dollars (\$40,000) for all services rendered under this agreement.

B. 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 herein. Each invoice must include a description of services rendered, to whom, date of service, and the charges according to the agreed upon method, if any.

#### 4. TERM

This Agreement shall cover services rendered from July 1, 2018 to June 30, 2019, unless otherwise terminated in accordance with its terms.

#### 5. RECORDS AND INSPECTIONS.

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

#### 6. AMENDMENTS

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

#### 7. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. However, if the County must terminate this Agreement due to a non-appropriation or removal of funds designated for these services, the County may immediately terminate this Agreement. In the event of such a termination, the County shall provide written notice to Contractor with the reason for the 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 the payment or acceptance of any monies due under this Agreement constitute a waiver by the parties of any breach of this Agreement or any default which may then exist, nor shall such payment impair or prejudice any remedy available to the parties with respect to the breach or default.

## 8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to County prior to the County's signing of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement. The term limits set forth, below, are subject to modification on a case-by-case basis upon the written concurrence of the County's Risk Manager.

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

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

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

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if 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.

## 9. INDEMNIFICATION

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

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

C. 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.

**10. INDEPENDENT CONTRACTOR**

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

**11. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance.

**12. CONFIDENTIALITY**

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

**13. CONFLICT OF INTEREST**

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no 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.

**14. NONDISCRIMINATION**

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

**15. 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 B**.

#### **16. SUBCONTRACTORS**

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors providing services hereunder: Section 5 – Records and Inspections, Section 8 – Insurance, Section 9 – Indemnification, Section 11 – Compliance with Law, Section 12 – Confidentiality, Section 13 – Conflict of Interest, Section 14 – Nondiscrimination, and Section 15 – ADA Compliance.

#### **17. 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.

#### **18. UNFORESEEN CIRCUMSTANCES**

The parties are not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond the parties' reasonable control, provided the affected party gives written notice to the other party of the cause of the delay within ten (10) days of the start of the delay. In the event of such an occurrence, the parties may agree to suspend performance of services under this Agreement, terminate the Agreement, or amend the Agreement to allow for additional time to perform the services provided for herein.

#### **19. OWNERSHIP OF DOCUMENTS**

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk.

No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

#### **20. NOTICE**

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

**COUNTY:** KINGS COUNTY PROBATION DEPARTMENT  
ATTN: DAN LUTTRELL  
1424 FORUM DR.  
HANFORD, CALIFORNIA 93230  
DAN.LUTTRELL@CO.KINGS.CA.US

**CONTRACTOR:** CPC REGIONAL OFFICE  
PO BOX 68754  
PORTLAND, OREGON 97268  
(886) 411-0863  
KELLIE.M@CPCAMERICA.COM  
WESTERN DIVISION PRESIDENT

If notice is given by personal delivery, e-mail, or facsimile, notice is effective as of the date of delivery. If notice is given by U.S. mail, notice is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first. If notice is given by overnight courier or delivery service, notice is effective upon receipt.

## **21. CHOICE OF LAW**

The parties have executed and delivered this agreement in the County of Kings, State of California, and any services provided hereunder shall be in the County of Kings. The laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement, including, but not limited to, the selection of venue for any judicial proceedings arising out this Agreement. The parties hereby waive any rights it may possess under Section 394 of the Code of Civil Procedure to transfer any action arising under this Agreement to a neutral county or other venue.

## **22. 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.

## **23. SURVIVAL**

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

## **24. 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.

**25. ENTIRE AGREEMENT; 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 represents the contributions of both parties, who have had the opportunity to consult or be representing by legal counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of this Agreement.

**26. AUTHORITY**

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

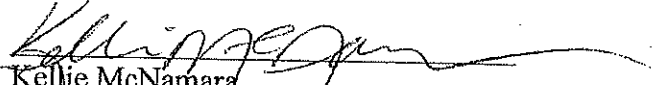
**[SIGNATURES ON FOLLOWING PAGE]**

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

COUNTY OF KINGS

COUNSELING AND PSYCHOTHERAPY  
CENTER, INC.

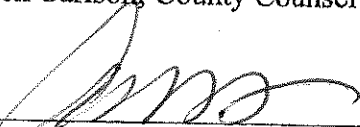
By: \_\_\_\_\_  
Richard Valle, Chairman  
Kings County Board of Supervisors

By:   
Kellie McNamara  
Western Division President

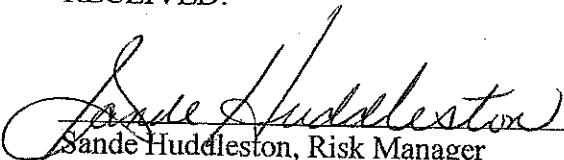
ATTEST:

\_\_\_\_\_  
Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:  
Colleen Carlson, County Counsel

By:   
Carrie Woolley, Deputy

APPROVED AND ENDORSEMENTS  
RECEIVED:

  
Sande Huddleston, Risk Manager

Exhibits/Attachments:

- Exhibit A: Scope of Work and Fees
- Exhibit B: Kings County ADA Grievance Procedures
- Exhibit C: HIPAA Business Associate agreement



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 14, 2018

**SUBMITTED BY:** Public Works Department – Kevin McAlister

**SUBJECT:** ENGIE SOLAR PROJECT SUPPLEMENTAL DOCUMENTS

**SUMMARY:**

**Overview:**

As part of the solar project with Engie North America Inc., it is necessary for the County to sign supplemental documents related to rebates and interconnections with Southern California Edison.

**Recommendation:**

1. Authorize the Chairman to sign the Self Generation Incentive Program Reservation Request form; and
2. Authorize the Chairman to sign the Net Energy Metering Aggregation form.

**Fiscal Impact:**

Signing the requested forms will not impact the General Fund.

**BACKGROUND:**

As part of the solar project with Engie North America Inc, the County must sign two documents.

The first document is a Self Generation Incentive Program application which will provide Engie with rebates for the installation of the battery storage system. This rebate was factored in to the Power Purchase Agreement previously approved by your Board.

The second form, the Net Energy Metering Aggregation form, is required by Southern California Edison as a prerequisite to Engie submitting the Interconnect Application for the solar array installed at the Road Yard.

The documents were reviewed and approved by County Counsel.

**BOARD ACTION:**

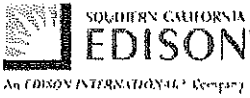
APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.





Southern California Edison  
SGIPGroup@sce.com

Application ID:

Date Printed: 07/09/2018

Program Year: 2018

**NOTE: Your application is not submitted until you upload this form and all other required documentation and click on "Submit" via the online system.**

## Self Generation Incentive Program Reservation Request Form

**Instructions:** This Self-Generation Incentive Program (SGIP) Reservation Request Form is reflective of the information entered in the online form process. Please review thoroughly for accuracy of information before signing. Once the form has been signed by all parties, scan and upload this document under the Reservation Request header in the Documents section of the online application. Incomplete applications will result in a suspended application. Upon successful submission of all reservation request information and documents, the Applicant will receive notice from the SGIP Program Administrator that their rebate request has been received.

### Application Type

**Application Type:** Energy Storage  
**Budget Category:** Large-Scale Storage

**Incentive Step:** 3  
**Incentive Rate:** \$0.25

### Host Customer

**Contact Name:** Kevin McAlister  
**Company Name:** Kings County  
**Parent Company Name:**  
**NAICS:** Unknown

**Mailing Address:** 1400 W Lacey Blvd  
**City, State, Zip:** Hanford, CA, 93230  
**Phone:** 5598522700  
**Email:** kevin.mcalister@co.kings.ca.us

**Is this a public institution?** N/A  
**Sector:** Government  
**Sector definition:** N/A

### System Owner

**Contact Name:** Vikram Kulkarni  
**Company Name:** California Solar 1, LLC  
**Parent Company Name:** ENGIE North America Inc.

**Mailing Address:** 1990 Post Oak Boulevard, Suite 1900  
**City, State, Zip:** Houston, TX, 77056  
**Phone:** 713-636-1272  
**Email:** vikram.kulkarni@engie.com

### Developer

**Contact Name:** Jacob Goering  
**Company Name:** OpTerra Energy Services

**Mailing Address:** 150 East Colorado Boulevard, Suite 360  
**City, State, Zip:** Pasadena, CA, 91105  
**Phone:** 626-377-9102  
**Email:** jgoering@opterraenergy.com

- |  |        |
|--|--------|
| 1. Approaching or communicating with the host customer about the project and learning about its needs and energy profile   | 1. Yes |
| 2. Developing the specifications for a system based on the customer's needs and interests  | 2. Yes |
| 3. Soliciting bids from multiple manufacturers for the specified system  | 3. Yes |
| 4. Gaining the customer's commitment to purchase or lease the specified system, usually but not necessarily by signing a purchase order with a customer or other form of agreement | 4. Yes |
| 5. Purchasing the specified system from the manufacturer to fulfill the obligation to provide a system to the customer   | 5. Yes |
| 6. Securing permits for the system on behalf of the customer   | 6. Yes |

- 7. Securing interconnection permission for the system on behalf of the customer 7. Yes
- 8. Submitting SGIP applications on behalf of the customer 8. Yes
- 9. Liaising with the SGIP administrators on incentive reservations 9. Yes
- 10. Liaising with the SGIP administrators on data reporting requirements 10. Yes
- 11. Supplying project data to SGIP evaluators 11. Yes
- 12. Physically constructing the system at the customer's premises 12. Yes
- 13. Installing the system at the customer's premises 13. Yes

Who is performing the other activities?

**Applicant**

<b>Contact Name:</b>	Eric Tran	<b>Mailing Address:</b>	150 E. Colorado Blvd. Suite 360
<b>Company Name:</b>	Opterra Energy Services	<b>City, State, Zip:</b>	Pasadena, CA, 91105
<b>Parent Company Name:</b>	ENGIE North America Inc.	<b>Phone:</b>	6263458500
		<b>Email:</b>	eric.tran@engie.com

**Contractor/Installer Contact**

<b>Contact Name:</b>	Eric Tran	<b>Mailing Address:</b>	150 E. Colorado Blvd. Suite 360
<b>Company Name:</b>	Opterra Energy Services	<b>City, State, Zip:</b>	Pasadena, CA, 91105
<b>Contractor License Number (CSLB):</b>	995037	<b>Email:</b>	eric.tran@engie.com
<b>Contractor License Type:</b>		<b>Phone:</b>	6263458500

**Project Site Information**

<b>Site Address:</b>	1220 W Lacey Blvd	
<b>City, State, Zip:</b>	Hanford, CA, 93230	
<b>Project site within the SCE-defined local reliability area?</b>		No
<b>Disadvantaged Community or Low-Income Community according to the CalEnviroScreen?</b>		

**Utility Information**

<b>Electric Utility:</b>	Southern California Edison	<b>Peak Annual Demand (kW):</b>	1,872
<b>Electric Utility is Municipal?</b>	No	<b>Demand Response Participant?</b>	N/A
<b>Account Name:</b>	Kings County Government Center	<b>Demand Response Program Name:</b>	
<b>Is Existing Service?</b>	Yes	<b>Demand Response Obligation (kW):</b>	
<b>Utility Account ID:</b>	3-005-5554-01	<b>System Size Based on Load Growth?</b>	No
<b>Utility Meter ID:</b>	Combo	<b>Estimated Future Additional Demand (kW):</b>	
<b>Gas Utility:</b>			
<b>Gas Utility is Municipal?</b>	N/A		
<b>Account Name:</b>			
<b>Is Existing Service?</b>	N/A		
<b>Utility Account ID:</b>			
<b>Utility Meter ID:</b>			

**Proposed System Information**

<b>Equipment Technology:</b>	Electrochemical Storage	<b>Total Rated Capacity (kW):</b>	500
<b>System Manufacturer:</b>	GreenCharge	<b>Total Energy Storage Capacity (kWh):</b>	1000
<b>System Model:</b>	GS 250-500 S	<b>Discharge Hours Duration:</b>	2
<b>Other self-generation or storage equipment onsite?</b>			

Charged at least 75% from renewables? Yes

Other Onsite System Information  
SGIP Incentivized System(s) Onsite:

Technology	Make/Model	Project Code	Installed	Energy Storage Capacity (kWh)	Total Rated Capacity (kW)
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Non-Incentivized System(s) Onsite:

Technology	Make/Model	Year Installed	Energy Storage Capacity (kWh)	Total Rated Capacity (kW)
Photovoltaic	Hyundai Heavy Industries	2012		326,479
Photovoltaic	LG	2018		3,700

Previous SGIP Generator Capacity (kW): 0

Previous SGIP Storage Capacity (kWh): 0

Project Finance

Total Eligible Project Cost (TEPC):	\$763,621.00	Taking Federal Investment Tax Credits (ITC):	Yes
Ineligible Project Cost:	0	ITC as a % of TEPC:	25.5%
		Approved California Manufacturer Equipment:	No

Other Incentives Received	Incentive Type	Incentive Amount	Description
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Incentive Results

Incentive Calculation	Current Step 3			Incentive Rate: \$0.25
	0-2 MWH	>2-4 MWH	>4-6 MWH	
Reference Table				
0-2 HOURS	100%	50%	25%	
2-4 HOURS	50%	25%	12.5%	
4-6 HOURS	25%	12.5%	6.25%	
<hr/>				
	0-2 MWH	>2-4 MWH	>4-6 MWH	
Existing Onsite Equipment Offset	-	-	-	
0-2 HOURS	1,000,000	-	-	
2-4 HOURS	-	-	-	
4-6 HOURS	-	-	-	
Base Equipment Incentive				\$250,000.00
CA Manufacturer Adder				
Max Equipment Incentive				a) \$250,000.00
Other Incentives	Total Dollars			Impact on SGIP Incentive
Other IOU Incentive (100%)	0			b) 0
Other Non-IOU Incentive (50%)	0			c) 0
Non-Ratepayer Incentive (0%)	0			
Investment Tax Credit (0%)	\$194,723.36			
Adjusted Equipment Incentive				a+b+c = d) \$250,000.00
Total Other Incentives	e) \$194,723.36			
SGIP Incentive Adjustments	Equipment Incentive +	Total Other Incentives <=	Incentive Cap(s)	Incentive Adjustment

Project Incentive Cap (Equipment)	f)	\$250,000.00		\$5,000,000.00	g)	0
Eligible Cost Cap (All Incentives)	f+g=h)	\$250,000.00	\$194,723.36	\$763,621.00	***i)	0
Equipment Incentive					**j)	\$250,000.00
Calculated SGIP Incentive						\$250,000.00

\* g = 0 if g+d <= \$5M, otherwise k = \$5M - f

\* i = 0 if h + i <= Total Eligible Cost, otherwise i = Total Eligible cost - (h + i)

\* j = h + i

The incentive adjustments shown above are based on the Total Eligible Project Cost, the Maximum Incentive Cap, and the Minimum Customer Investment. See the SGIP Handbook for more information on incentive limitations.

Projected PBI Calculation

Expected Total Production:	130,000 kWh	Performance Based Incentive:	\$125,000.00
Total Incentive:	\$250,000.00	PBI Rate (\$/kWh):	\$0.1923077
Initial Payment:	\$125,000.00		

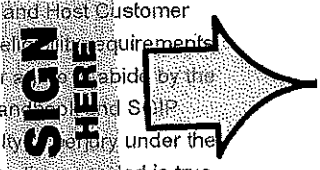
Residential Energy Storage Eligibility Affidavit Requirements of Host Customers and System Owners

- o The energy storage system owner and/or Host Customer have the tools to control the usage of the energy storage system when operating in parallel with the grid.
- o Provide performance data to the Program upon request (emailed, zipped file of 15 minute interval data) for a period of five (5) years.
- o Pass the energy storage Field Verification Inspection.
- o Host Customer and/or System Owner are required to discharge the energy storage system a minimum of 52 full discharges per year. A "full discharge" is the equivalent of discharging the SGIP-incentivized energy capacity, whether it is during a single or multiple discharges.
- o Fulfill either of the two following conditions:
  - o Option A: the Host Customer is on a TOU tariff, dynamic tariff (e.g. PG&E's SmartRate or SDG&E's Reduce Your Use), or agrees to integrate load through the California Independent System Operator's Proxy Demand Response, or equivalent tariff, prior to receiving the SGIP incentive and for five (5) years thereafter. Note that in the event that the Host Customer changes to a non-TOU tariff or is no longer enrolled in a demand reduction program, the energy storage System Owner is required to notify the Program Administrator within 30 days of change, and will be subject to Option B for the required five year period.
  - o Option B: the Host Customer and/or System Owner agrees, for a minimum period of five (5) years, to discharge the energy storage system in an amount equivalent to 52 complete cycles per year of the incentivized energy capacity, which is defined as two hours of discharge at the SGIP incentivized power capacity rating, with discharges occurring during peak hours or peak day events (such as those called by PG&E's SmartRate program or SDG&E's Reduce Your Use), of the applicable IOU service territory.

Declarations by Host Customer and System Owner

By Execution of this document, System Owner and Host Customer each certify that the Project meets all program eligibility requirements and that the System Owner and Host Customer agree to abide by the rules and requirements set forth in the SGIP Handbook and SGIP Contract. The undersigned declare under penalty of perjury under the laws of the State of California that 1) The information provided is true and correct, and 2) the above-described generating system is new and intended to offset part or all of the Host Customer's electrical requirements at the site of installation. For residential energy storage projects, the Host Customer and System Owner certify that they have read and agreed to the terms of the Residential Energy Storage Eligibility Affidavit.

The Host Customer and System Owner are committed to completing this project, and by signing below, are stating their intent to contract with individual(s) necessary for completion of the project. The Host Customer is the reservation holder and reserves the right to submit new



Host Customer Signature

Print Name:

Signature:

Title:

Date:

System Owner (if not Host Customer)

Print Name:

Signature:

Title:

Date:

Applicant (if not Host Customer)

Print Name: ERIC TRAN

7/9/18

Signature:

0/14/2018

SGIP | None

project specifications, including a new application with alternative System Owner and/or Applicant designations, upon withdrawal from the project and cancellation of this Agreement.

Developer

Print Name:

Jacob Goering

Signature:

*Jacob Goering*

Title:

Project Engineer

Date:

6/14/18



Southern California Edison  
Rosemead, California (U 338-E)

Revised  
Cancelling Revised

Cal. PUC Sheet No. 62010-E  
Cal. PUC Sheet No. 58814-E

Sheet 1

NET ENERGY METERING AGGREGATION  
ACCOUNT INFORMATION

Form 14-937

(To be inserted by utility)

Advice 3626-E  
Decision \_\_\_\_\_

106

Issued by

Caroline Choi  
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 30, 2017  
Effective Jul 30, 2017  
Resolution \_\_\_\_\_



**NET ENERGY METERING (NEM) AGGREGATION  
ACCOUNT INFORMATION**

This form is applicable to Customers electing to participate in NEM Aggregation (NEM-A), pursuant to the NEM-A provisions of Schedule NEM or its successor, Schedule NEM-ST.

Customers electing to participate in NEM-A, by completing this form, agree to the following terms and conditions:

- (1) The energy generated by the Customer's eligible Renewable Electrical Generating Facility and exported to SCE's grid shall be proportionally allocated to each of the accounts listed on this form per the NEM-A provisions of Schedule NEM or NEM-ST.
- (2) The Customer warrants that all of the aggregated account meters listed herein:
  - i. Serve the customer's load; and,
  - ii. Are located on the same property as the Renewable Electrical Generating Facility; or
  - iii. Are located on property that is adjacent or contiguous to the property on which the Renewable Electrical Generating Facility is located, and those properties are all solely owned, leased or rented by the Customer. For the purposes of participating in NEM-A only, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels and are all solely owned, leased or rented by the Customer. Additionally, customers are eligible to participate in NEM-A where all meters in an NEM-A arrangement are located within an unbroken chain of contiguous parcels that are all solely owned, leased, or rented by the Customer.
- (3) Accounts receiving service pursuant to the NEM-A provisions of Schedule NEM or NEM-ST are permanently ineligible to receive Net Surplus Compensation (NSC) from SCE as long as they are part of an NEM-A arrangement. SCE shall retain any kilowatthours in excess of the Customer's aggregated electrical load generated during the Customer's Relevant Period.
- (4) The Customer agrees to remit charges for billing services as required under the NEM-A provisions of Schedule NEM or NEM-ST.

The location of all aggregated meters (including the generating/primary account meter) must be provided on a parcel map that shows each meter number and location, along with the Assessor Parcel Number for accounts/meters where a new service is being requested. Additionally, a plot plan with GPS coordinates for the switchgear location(s) must be provided.

The information provided by the Customer on this form is subject to verification by SCE. The Customer is required to notify SCE within 15 days in the event there is a change to the status of any aggregated account relative to the warranties expressly provided above or any other change that would impact the account's eligibility to participate in NEM-A.

**Customer Information**

Customer or Business Name      **KINGS COUNTY**  
Street Address                      **1400 W. LACEY BLVD.**  
City, State, ZIP                    **HANFORD, CA 93230**  
Phone                                  **(559) 852-2700**  
Email                                  **KEVIN.MOALLISTER@CO.KINGS.CA.US**

**Customer Signature:**

- Signature
- Title
- Date

Please return this form to: Net Energy Metering Southern California Edison  
PO Box 800 Rosemead, CA 91770-9810  
customer.generation@sce.com



**NET ENERGY METERING (NEM) AGGREGATION  
ACCOUNT INFORMATION**

**NEM Aggregation Account Information**

Primary/Generating Account Name <sup>1</sup>	Service Account No.	Account Address	Annual kWh Load <sup>2</sup>	Estimated Annual kWh Production <sup>3</sup>	Bundled, DA or CCA Service <sup>4</sup>
	3-001-1579-50	11827 11th AVE, HANFORD, CA	125,296	218,900	BUNDLED
Aggregated Account Name	Service Account No.	Account Address	Annual kWh Load <sup>5</sup>	Bundled, DA or CCA Service <sup>4</sup>	
1.	3-002-8486-07	10871 BONNBYVIEW LN, HANFORD, CA	7,192	BUNDLED	
2.	3-002-8486-05	10871 BONNBYVIEW LN, HANFORD, CA	47,781	BUNDLED	
3.	3-001-1579-48	26817 PLANT 1 19 21, HANFORD, CA	5,792	BUNDLED	
4.	3-001-1579-49	11815 11th AVE, HANFORD, CA	59,294	BUNDLED	
5.	3-017-6574-96	11835 11th AVE, HANFORD, CA	6,565	BUNDLED	
6.	3-				
7.	3-				
8.	3-				
9.	3-				
10.	3-				

Please attach additional sheets with aggregated account information, if necessary. The Renewable Electrical Generating Facility may be sized to aggregate part or all of the electrical requirements of the accounts in the NEM Aggregation arrangement, but may not be sized to exceed those requirements.

Due to rounding, in the event kWh remain unallocated to a specific account at the end of each monthly billing period, the Customer designates the following account to receive the unallocated kWh:

Service Account No. 3-001-1579-50

<sup>1</sup> This is the account directly interconnected to the Renewable Electrical Generating Facility (i.e., the generating account).  
<sup>2</sup> This is the load registered on the meter in the previous 12 months before the generating facility is/was installed. If less than 12 months of load data is available, please indicate this on the form. If this is a new account, please indicate "new."  
<sup>3</sup> This is the estimated annual kWh production of the Renewable Electrical Generating Facility.  
<sup>4</sup> Indicate if the account receives Bundled Service from SCE, Direct Access (DA) Service from an Electric Service Provider (ESP), or Community Choice Aggregation (CCA) Service from a Community Choice Aggregator. Pursuant to the NEM-A provisions of Schedules NEM and NEM-ST, all accounts in an NEM-A arrangement must be (1) all Bundled Service accounts, or (2) all DA Service accounts served by the same ESP, or (3) all CCA Service accounts served by the same Community Choice Aggregator. Customers electing to participate in NEM-Aggregation are required to pay all applicable charges, both energy and non-energy charges, on a monthly basis in accordance with their OAT.  
<sup>5</sup> This is the load registered on the meter in the previous 12 months. If less than 12 months of load data is available, please indicate this on the form. If this is a new account, please indicate "new."

(T)  
(T)





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 14, 2018

**SUBMITTED BY:** Public Works Department – Kevin McAlister/Dominic Tyburski  
**SUBJECT:** RIGHT OF WAY AGREEMENTS FOR THE 16<sup>TH</sup> AVENUE BRIDGE REPLACEMENT PROJECT

### **SUMMARY:**

#### **Overview:**

The County Public Works Department has been developing plans and specifications for a bridge replacement at the 16<sup>th</sup> Avenue Tulare Lake Canal crossing just north of Nevada Avenue. In order to proceed to the construction phase of this project, Right of Way (RW) agreements must be in place for temporary and permanent encroachments onto property not owned by the County.

#### **Recommendation:**

**Authorize the Chairman to sign the Agreements for Purchase of Real Property and Assignments of Easement Rights and all other associated documents to effectuate the purchases and assignments of the subject properties to facilitate a bridge replacement at the 16<sup>th</sup> Avenue Tulare Lake Canal crossing.**

#### **Fiscal Impact:**

This project will not impact the General fund as it is programmed through the Federal Highway Administration, Highway Bridge Program. The federal reimbursement rate for this project is 80% with the remaining 20% being paid by State Toll Credits. The project is shown in the County Road Fund approved FY 2017/18 and proposed FY 2018/19 Budget Unit 311000, Account 8222135.

### **BACKGROUND:**

County bridge number 45C-0118 is a timber structure constructed in 1950 providing access north and south of the Tulare Lake Canal for the local farming community. In 2011 the State of California completed a Bridge Inspection Report at which time the structure was given a Sufficiency Rating of 42.6 and classified as "Structurally Deficient". The purpose of this project is to replace the existing bridge while matching or exceeding the current maximum flow capacity of the canal. The replacement structure shall also meet current geometric and structural standards required for the types and volume of projected traffic on the facility over its design life.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

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 August 14, 2018

**SUBMITTED BY:** Public Works – Kevin McAlister/Rhonda Mann

**SUBJECT:** ASPHALTIC EMULSION PURCHASE FOR COUNTY ROAD PROJECTS

**SUMMARY:**

**Overview:**

The County Road Division is responsible for chips sealing roads throughout the County. Asphaltic emulsion is the binder used for this operation.

**Recommendation:**

1. Award the bid for asphaltic emulsion of County road projects to VSS Emultech; and
2. Authorize the Purchasing Manager to sign the purchase order.

**Fiscal Impact**

An amount of \$1,000,000 is included in the Road Division's Proposed FY 2018/19 budget for the purchase of the asphaltic emulsion. The bid came in at \$525,570 plus tax, and will be purchased out of budget unit 311000, account 82223135 (Supplies and Materials).

**BACKGROUND:**

The Road Division coordinated with the Purchasing Division on the specification for the desired chip seal emulsion, and bids were solicited from several suppliers, with VSS Emultech, Cain Trucking, and Talley Oil responding. VSS Emultech supplied the lowest cost for the product. The Road Division anticipated the need for chip seal oil in the proposed FY 2018/19 budget and performs this work annually around this time of year.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

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 August 14, 2018

**SUBMITTED BY:** Fire Department – Clay Smith

**SUBJECT:** AGREEMENT FOR FIRE SERVICES WITH THE CITY OF AVENAL

**SUMMARY:**

**Overview:**

On June 30, 2018, the most recent agreement for fire services with the City of Avenal expired. The County and the City of Avenal have agreed on new terms for fire services. Under the proposed agreement, the term of the County's duty to provide fire services to the City of Avenal shall be two (2) years, commencing on July 1, 2018.

**Recommendation:**

1. Authorize the Chairman to sign the agreement for fire services with the City of Avenal; and
2. Authorize the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)

**Fiscal Impact:**

The City of Avenal shall pay the Kings County Fire Department \$340,000 for the 2018-2019 fiscal year and \$365,000 for the 2019-2020 fiscal year. The City of Avenal shall pay the annual sum due in equal quarterly payments on September 30, December 31, March 31 and June 30 of each fiscal year which is to be deposited into Fund 1200, Budget Unit 241000, Account 81540010: Cities-City of Avenal.

**BACKGROUND:**

The Kings County Fire Department has provided fire and emergency services to the City of Avenal for many years. The County and the City of Avenal entered into an agreement that would formalize each agency's responsibility.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## Agenda Item

### AGREEMENT FOR FIRE SERVICES WITH THE CITY OF AVENAL

August 14, 2018

Page 2 of 2

Over the past several years, the agreement for fire services between the County and City of Avenal has been as follows:

<b>Fiscal Year</b>	<b>Agreement Amount</b>	<b>Difference</b>
FY 12/13	\$280,000	
FY 13/14	\$280,000	\$0
FY 14/15	\$290,000	\$10,000
FY 15/16	\$270,000	(\$20,000)
FY 16/17	\$270,000	\$0
FY 17/18	\$290,000	\$20,000
FY 18/19	\$340,000	\$50,000
FY 19/20	\$365,000	\$25,000

In an effort to assist with increased costs of fire services, the City of Avenal has agreed to a two-year contract in the amount of \$340,000 for the 2018-2019 fiscal year and \$365,000 for the 2019-2020 fiscal year. The proposed agreement has been reviewed and approved by County Counsel and the City of Avenal.

KINGS COUNTY  
OFFICE OF THE AUDITOR-CONTROLLER  
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only	
Date	
J/E No.	
Page	of

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Fire	Fire	Cities-City of Avenal	1200	241000	81540010	\$50,000
TOTAL						\$50,000

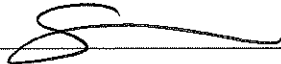
Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
TOTAL						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
TOTAL						

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

Dept. of Finance Approval \_\_\_\_\_ Department Head 

Administration Approval \_\_\_\_\_ Board Approval \_\_\_\_\_

BOS meeting date: \_\_\_\_\_

AGREEMENT FOR  
COUNTY FIRE SERVICES  
WITHIN THE CITY OF AVENAL

THIS AGREEMENT is made and entered into and effective this 14th day of August, 2018, by and between the County of Kings (hereinafter "County") and the City of Avenal (hereinafter "City"), upon the following terms and conditions.

**RECITALS:**

1. The County and the City have for many years enjoyed a relationship whereby the County provides fire service within the incorporated areas of the City of Avenal.

2. Any prior agreement relating to fire services provided by the County to the City is mutually terminated as of the effective date of this Agreement.

3. The County and the City desire to amend the character of this relationship whereby the City provides additional compensation in order to reimburse County for the costs of providing these services.

4. In order to confirm the details of the continued relationship between and amended duties of the City and County for the provision of fire services by the County within the incorporated areas of the City of Avenal, the City and County enter into this Agreement as follows:

1. Powers and Duties of County.

A. Enforcement Responsibilities. The Fire Chief of the County of Kings shall enforce State statutes and ordinances of the City relating to fire prevention and protection, emergency medical response, rescues, hazardous materials responses, and fire investigation functions within the City's boundaries, but only to the extent that the Fire Chief performs the same or substantially similar services in the County. The Fire Chief shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Fire Chief under County customs, ordinances and the statutes of the State of California.

B. Resources. Except in regards to stationery supplies and forms which must be issued in the name of the City, the County shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain a level of services meeting the minimum requirements agreed to between City and County. The County shall not reduce said level of resources and services below that which was provided during the 2017-2018 fiscal year. In all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense. The County and the City shall retain title to the property each may

acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

C. Municipal Agency. For the sole purpose of performing services and functions pursuant to this Agreement, and only for the purpose of giving official status to the performance thereof, the Fire Chief of the Kings County Fire Department, and the officers, employees and volunteers of the County Fire Department, shall exercise within the City all of the powers and duties conferred upon a city fire chief and city fire department personnel, and, *subject to the limitations set forth in paragraph 1.E below*, every County officer, employee and volunteer engaged in performing any such service and function shall be deemed to be an officer, employee or volunteer of the City while performing services and functions for the City to the extent that such services and functions are within the scope of this Agreement and are municipal functions.

D. Control of Services. The rendition of such services, the standards of performance, the discipline of officers, employees and volunteers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County; provided, however, that, if in the judgment of the City Manager or City Council any Fire Department officer, employee or volunteer assigned to duty under this Agreement is not satisfactory to the City, the City Manager may so notify the Fire Chief in writing and within thirty (30) days of receipt of such a written notification, the Fire Chief shall respond in writing thereto.

E. Personnel. All persons employed in the performance of such services and functions as are contemplated by this Agreement for the City shall be County employees or volunteers, and no person employed hereunder shall have any City benefit, pension, civil service, status, or right of employment.

(1) City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the City; County shall be solely responsible for the payment of any salaries, wages and compensation of, or indemnity for, injury or sickness arising out of said employment or volunteer relationship.

(2) City shall not be liable for compensation of or indemnity to any County officer, employee or volunteer for injury or sickness arising out of such employment.

F. Citizen Complaints. All citizen complaints from City residents regarding services provided pursuant to this Agreement shall be investigated and resolved by the County through its normal review procedures.

G. Service Reports. The City Manager shall have access to reports and other documents pertaining to the fire suppression and prevention services provided by the County within the City. Further, the Fire Chief or the Fire Chief's designated

representative upon request shall attend regular City Council meetings, and shall be prepared to respond to questions by the City Council regarding the services provided pursuant to this Agreement.

2. Consideration — City's Annual Obligation.

A. The City shall pay the amount of \$340,000 for the 2018-2019 fiscal year and \$365,000 for the 2019-2020 Fiscal Year.

B. The City shall pay the annual sum due in equal quarterly payments on September 30, December 31, March 31, and June 30 of each Fiscal Year.

3. Term of the Agreement.

The term of County's duty to provide fire services to City under this Agreement shall be two (2) years, commencing on July 1, 2018, unless terminated by either party. For no cause, either party may terminate this Agreement upon no less than six (6) months written notice. If the termination is for cause, it shall be effective immediately upon written notice. Written notice of termination of this Agreement must be given to the other party by personal delivery or registered mail as set forth below.

4. Liability.

A. Indemnification. The County shall indemnify, defend and hold the City, its officers, agents and employees, harmless from loss, damage or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City or caused by the gross negligence or intentional misconduct of Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City.

5. Miscellaneous Provisions.

A. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California. It was mutually agreed and shall not be construed against the drafter. The provisions of this Agreement are severable and if any part of it is found to be unenforceable the other paragraphs shall remain in full force and effect. This Agreement contains the entire agreement between the parties hereto. The terms of this Agreement are contractual and not a mere recital. The recitals are an integral part of this Agreement and are incorporated herein.

B. Good Faith Negotiation and Attorney's Fees. The parties will use their best efforts in good faith to cooperate in fulfilling the terms of this Agreement. Should a dispute arise between the parties regarding administration of this Agreement or the services to be provided hereunder, the Administrative Officer of the County and City



Manager of City, shall meet in an attempt to resolve the issue. If, however, any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall (in addition to any other relief to which the party may obtain) be entitled to reasonable attorney's fees, as set by the Court in the same or any separate action.

C. Waiver. The waiver by any party of a breach of any provision of this contract shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

D. No Third Party Beneficiary. No person or organization shall be a third party beneficiary of this Agreement.

E. No Assignment. Neither party to this Agreement may assign its rights, privileges, benefits or responsibilities hereunder to any other party without the express prior written authorization of the other party to this Agreement.

F. Notice. Any and all inquiries and notices with respect to this Agreement may be given personally, or by registered mail addressed to County or City at the following address:

City of Avenal  
919 Skyline Blvd  
Avenal, CA 93204

Kings County Administration  
1400 W. Lacey Blvd.  
Hanford, CA 93230

Either party may change the address to which the notices shall be sent by advising the other party in writing of the change. Nothing herein shall preclude the giving of any notice by personal service to the other party.

G. Alterations and Modifications of Agreement. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by written mutual consent, signed by both parties, agree to modification hereof or addition hereto, which are not forbidden by law.

H. Waiver of Term. No waiver of any term, condition, or covenant of this Agreement by either party shall be deemed as a waiver of any other term, condition or covenant herein contained to the strict and proper performance thereof.

I. Captions. The caption of each article of this Agreement is inserted as a matter of convenience and reference only and in no way defines, limits, or describes the scope of the Agreement or in any way affects it.

J. Copies of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

6. Authority.

A. Legal Authority. Government Code Section 36501 provides that the government of a general law city shall be vested in the officers therein named and includes the designation of fire chief. Government Code Section 38611 provides that the legislative body of a general law city shall establish a fire department for the city, and that said fire department shall be under the charge of a chief who shall have had previous training and experience as a firefighter, and that the other members of said fire department shall consist of paid firefighters or such companies of call firefighters (hereinafter "volunteers") as the legislative body may determine. Government Code Section 51301 authorizes the Board of Supervisors to contract with a city within the county and authorizes the city legislative body to contract with the county for the performance of city functions by appropriate county officers and employees. Government Code Section 51303 provides in part that: "The county officers and employees named in the contract shall exercise within the city all of the powers and duties conferred upon the city officers or employees named in the contract".

B. Fire Chief. The City and County desire that the functions of the Chief of the Fire Department of City shall be performed by the Chief of the Fire Department of County acting as the Fire Chief of City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-written.

\_\_\_\_\_  
Chairman, Kings County Board  
of Supervisors "County"

\_\_\_\_\_  
Mayor, City of Avenal, "City"

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

\_\_\_\_\_  
Clerk, City of Avenal

Approved as to Legal Form

Approved as to Legal Form

\_\_\_\_\_  
Colleen Carlson, County Counsel

\_\_\_\_\_  
City Attorney



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 14, 2018

**SUBMITTED BY:** Fire Department – Clay Smith

**SUBJECT:** AGREEMENT FOR FIRE SERVICES WITH THE CITY OF CORCORAN

**SUMMARY:**

**Overview:**

On June 30, 2018, the most recent agreement for fire services with the City of Corcoran expired. A study session was held on May 8, 2018, and from the Board's direction the County and the City of Corcoran have agreed on new terms for fire services. Under the proposed agreement, the term of the County's duty to provide fire services to the City of Corcoran shall be two (2) years, commencing on July 1, 2018.

**Recommendation:**

1. Authorize the Chairman to sign the agreement for fire services with the City of Corcoran; and
2. Authorize the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)

**Fiscal Impact:**

The City of Corcoran shall pay the Kings County Fire Department \$522,102 for the 2018-2019 fiscal year and \$522,102 for the 2019-2020 fiscal year. The City of Corcoran shall pay the annual sum due in equal quarterly payments on September 30, December 31, March 31 and June 30 of each fiscal year which is to be deposited into Fund 1200, Budget Unit 241000, Account 81540008: Cities-City of Corcoran.

**BACKGROUND:**

The Kings County Fire Department has provided fire and emergency services to the City of Corcoran for many years. The County and the City of Corcoran entered into an agreement that would formalize each agency's responsibility.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## Agenda Item

### AGREEMENT FOR FIRE SERVICES WITH THE CITY OF CORCORAN

August 14, 2018

Page 2 of 2

Over the past several years, the agreement for fire services between the County and City of Corcoran has been as follows:

<b>Fiscal Year</b>	<b>Agreement Amount</b>	<b>Difference</b>
FY 12/13	\$400,000	
FY 13/14	\$410,000	\$10,000
FY 14/15	\$425,000	\$15,000
FY 15/16	\$350,000	(\$75,000)
FY 16/17	\$425,000	\$75,000
FY 17/18	\$466,100	\$41,100
FY 18/19	\$522,102	\$56,002
FY 19/20	\$522,102	\$0

In an effort to assist with increased costs of fire services, the City of Corcoran, at its Council meeting on July 24, 2018, approved a two-year contract in the amount of \$522,102 for the 2018-2019 fiscal year and \$522,102 for the 2019-2020 fiscal year.

As the Board directed at the May 8, 2018 study session, the City has provided milestones for a fire district feasibility study. Those milestones are stated in the contract as follows:

The City shall, in furtherance of its feasibility study into the City forming a fire district, meet the following deadlines:

- (1) Select and hire a qualified consultant to perform the study by September 30, 2018.
- (2) Require and ensure that the consultant begins work on the study by October 31, 2018.
- (3) Require and ensure that the consultant completes the study by February 28, 2019.
- (4) Presentation and review of the final report and direction by the City Council by March 31, 2019.

The proposed agreement has been reviewed and approved by County Counsel and the City of Corcoran.

KINGS COUNTY  
OFFICE OF THE AUDITOR-CONTROLLER  
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only	
Date	
J/E No.	
Page	of

**(A) New Appropriation**

Expenditures:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
Fire	Fire	Cities-City of Corcoran	1200	241000	81540008	\$56,002
TOTAL						\$56,002

Funding Sources:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
TOTAL						

**(B) Budget Transfer:**

Transfer From:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
FUND NAME	DEPT. NAME	ACCOUNT NAME				
TOTAL						

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
FUND NAME	DEPT. NAME	ACCOUNT NAME				
TOTAL						

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

Dept. of Finance Approval \_\_\_\_\_ Department Head 

Administration Approval \_\_\_\_\_ Board Approval \_\_\_\_\_

BOS meeting date: \_\_\_\_\_

AGREEMENT FOR  
COUNTY FIRE SERVICES  
WITHIN THE CITY OF CORCORAN

THIS AGREEMENT is made and entered into and effective this 14th day of August, 2018, by and between the County of Kings (hereinafter “County”) and the City of Corcoran (hereinafter “City”), upon the following terms and conditions.

**RECITALS:**

1. The County and the City have for many years enjoyed a relationship whereby the County provides fire service within the incorporated areas of the City of Corcoran.

2. Any prior agreement relating to fire services provided by the County to the City is mutually terminated as of the effective date of this Agreement.

3. The County and the City desire to amend the character of this relationship whereby the City provides additional compensation in order to reimburse County for the costs of providing these services.

4. In order to confirm the details of the continued relationship between and amended duties of the City and County for the provision of fire services by the County within the incorporated areas of the City of Corcoran, the City and County enter into this Agreement as follows:

1. Powers and Duties of County.

A. Enforcement Responsibilities. The Fire Chief of the County of Kings shall enforce State statutes and ordinances of the City relating to fire prevention and protection, emergency medical response, rescues, hazardous materials responses, and fire investigation functions within the City’s boundaries, but only to the extent that the Fire Chief performs the same or substantially similar services in the County. The Fire Chief shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Fire Chief under County customs, ordinances and the statutes of the State of California.

B. Resources. Except in regards to stationery supplies and forms which must be issued in the name of the City, the County shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain a level of services meeting the minimum requirements agreed to between City and County. The County shall not reduce said level of resources and services below that which was provided during the 2017-2018 fiscal year. In all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense. The County and the City shall retain title to

the property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

C. Municipal Agency. For the sole purpose of performing services and functions pursuant to this Agreement, and only for the purpose of giving official status to the performance thereof, the Fire Chief of the Kings County Fire Department, and the officers, employees and volunteers of the County Fire Department, shall exercise within the City all of the powers and duties conferred upon a city fire chief and city fire department personnel, and, *subject to the limitations set forth in paragraph 1.E below*, every County officer, employee and volunteer engaged in performing any such service and function shall be deemed to be an officer, employee or volunteer of the City while performing services and functions for the City to the extent that such services and functions are within the scope of this Agreement and are municipal functions.

D. Control of Services. The rendition of such services, the standards of performance, the discipline of officers, employees and volunteers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County; provided, however, that, if in the judgment of the City Manager or City Council any Fire Department officer, employee or volunteer assigned to duty under this Agreement is not satisfactory to the City, the City Manager may so notify the Fire Chief in writing and within thirty (30) days of receipt of such a written notification, the Fire Chief shall respond in writing thereto.

E. Personnel. All persons employed in the performance of such services and functions as are contemplated by this Agreement for the City shall be County employees or volunteers, and no person employed hereunder shall have any City benefit, pension, civil service, status, or right of employment.

(1) City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the City; County shall be solely responsible for the payment of any salaries, wages and compensation of, or indemnity for, injury or sickness arising out of said employment or volunteer relationship.

(2) City shall not be liable for compensation of or indemnity to any County officer, employee or volunteer for injury or sickness arising out of such employment.

F. Citizen Complaints. All citizen complaints from City residents regarding services provided pursuant to this Agreement shall be investigated and resolved by the County through its normal review procedures.

G. Service Reports. The City Manager shall have access to reports and other documents pertaining to the fire suppression and prevention services provided by the County within the City. Further, the Fire Chief or the Fire Chief's designated representative upon request shall attend regular City Council meetings, and shall be prepared to respond to questions by the City Council regarding the services provided pursuant to this Agreement.

2. Duties of City.

A. The City shall, in furtherance of its feasibility study into the City forming a fire district, meet the following deadlines:

- (1) Select and hire a qualified consultant to perform the study by September 30, 2018.
- (2) Require and ensure that the consultant begins work on the study by October 31, 2018.
- (3) Require and ensure that the consultant completes the study by February 28, 2019.
- (4) Presentation and review of the final report and direction by the City Council by March 31, 2019.

3. Consideration — City's Annual Obligation.

A. The City shall pay the amount of \$522,102 for the 2018-2019 fiscal year and \$522,102 for the 2019-2020 Fiscal Year.

B. The City shall pay the annual sum due in equal quarterly payments on September 30, December 31, March 31, and June 30 of each Fiscal Year.

4. Term of the Agreement.

The term of County's duty to provide fire services to City under this Agreement shall be two (2) years, commencing on July 1, 2018, unless terminated by either party. For no cause, either party may terminate this Agreement upon no less than six (6) months written notice. If the termination is for cause, it shall be effective immediately upon written notice. Written notice of termination of this Agreement must be given to the other party by personal delivery or registered mail as set forth below.

5. Liability.



A. Indemnification. The County shall indemnify, defend and hold the City, its officers, agents and employees, harmless from loss, damage or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City or caused by the gross negligence or intentional misconduct of Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City.

6. Miscellaneous Provisions.

A. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California. It was mutually agreed and shall not be construed against the drafter. The provisions of this Agreement are severable and if any part of it is found to be unenforceable the other paragraphs shall remain in full force and effect. This Agreement contains the entire agreement between the parties hereto. The terms of this Agreement are contractual and not a mere recital. The recitals are an integral part of this Agreement and are incorporated herein.

B. Good Faith Negotiation and Attorney's Fees. The parties will use their best efforts in good faith to cooperate in fulfilling the terms of this Agreement. Should a dispute arise between the parties regarding administration of this Agreement or the services to be provided hereunder, the Administrative Officer of the County and City Manager of City, shall meet in an attempt to resolve the issue. If, however, any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall (in addition to any other relief to which the party may obtain) be entitled to reasonable attorney's fees, as set by the Court in the same or any separate action.

C. Waiver. The waiver by any party of a breach of any provision of this contract shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

D. No Third Party Beneficiary. No person or organization shall be a third party beneficiary of this Agreement.

E. No Assignment. Neither party to this Agreement may assign its rights, privileges, benefits or responsibilities hereunder to any other party without the express prior written authorization of the other party to this Agreement.

F. Notice. Any and all inquiries and notices with respect to this Agreement may be given personally, or by registered mail addressed to County or City at the following address:

City of Corcoran  
832 Whitley Avenue  
Corcoran, CA 93212

Kings County Administration  
1400 W. Lacey Blvd.  
Hanford, CA 93230

Either party may change the address to which the notices shall be sent by advising the other party in writing of the change. Nothing herein shall preclude the giving of any notice by personal service to the other party.

G. Alterations and Modifications of Agreement. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by written mutual consent, signed by both parties, agree to modification hereof or addition hereto, which are not forbidden by law.

H. Waiver of Term. No waiver of any term, condition, or covenant of this Agreement by either party shall be deemed as a waiver of any other term, condition or covenant herein contained to the strict and proper performance thereof.

I. Captions. The caption of each article of this Agreement is inserted as a matter of convenience and reference only and in no way defines, limits, or describes the scope of the Agreement or in any way affects it.

J. Copies of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

## 7. Authority.

A. Legal Authority. Government Code Section 36501 provides that the government of a general law city shall be vested in the officers therein named and includes the designation of fire chief. Government Code Section 38611 provides that the legislative body of a general law city shall establish a fire department for the city, and that said fire department shall be under the charge of a chief who shall have had previous training and experience as a firefighter, and that the other members of said fire department shall consist of paid firefighters or such companies of call firefighters (hereinafter "volunteers") as the legislative body may determine. Government Code Section 51301 authorizes the Board of Supervisors to contract with a city within the county and authorizes the city legislative body to contract with the county for the performance of city functions by appropriate county officers and employees. Government Code Section 51303 provides in part that: "The county officers and employees named in the contract shall exercise within the city all of the powers and duties conferred upon the city officers or employees named in the contract".

B. Fire Chief. The City and County desire that the functions of the Chief of the Fire Department of City shall be performed by the Chief of the Fire Department of County acting as the Fire Chief of City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-written.

\_\_\_\_\_  
Chairman, Kings County Board  
of Supervisors "County"

\_\_\_\_\_  
Mayor, City of Corcoran, "City"

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

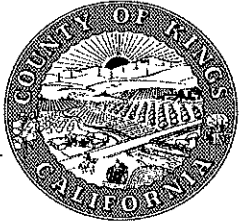
\_\_\_\_\_  
Clerk, City of Corcoran

Approved as to Legal Form

Approved as to Legal Form

\_\_\_\_\_  
Colleen Carlson, County Counsel

\_\_\_\_\_  
City Attorney



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 14, 2018

**SUBMITTED BY:** Public Works Department – Kevin McAlister/Dominic Tyburski  
**SUBJECT:** KINGS COUNTY HIGHWAY SAFETY IMPROVEMENT PROGRAM  
PROJECTS – VARIOUS LOCATIONS

### **SUMMARY:**

#### **Overview:**

On April 17, 2018, your Board approved project plans and specifications and authorized advertisement of the subject project. On May 10, 2018, two (2) bids were opened, which were considered responsive and responsible however both bids significantly exceeded the project funding allocation. In response, on June 12, 2018 your board rejected all bids and authorized the Public Works Department to re-advertise the project. On July 12, 2018, three (3) bids were opened, all of which were considered responsive and responsible. The low bid, in the amount of \$1,934,065 was submitted by Granite Construction, Inc.

#### **Recommendation:**

1. Award construction contract to Granite Construction, Inc. as the apparent low bidder; 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 contract amount.

#### **Fiscal Impact:**

This project will not impact the General Fund as it is programmed through the Federal Highway Administration (FHWA) Highway Safety Improvement Program (HSIP). The HSIP allocation is \$2,132,505 of which 90% is paid by FHWA with 10% paid by the County Road Fund as shown in the approved FY 2017/18 and proposed FY 2018/19 Budget Unit 311000, Account 82223135.

### **BACKGROUND:**

The HSIP is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data driven, strategic approach to

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## Agenda Item

### KINGS COUNTY HIGHWAY SAFETY IMPROVEMENT PROGRAM PROJECTS – VARIOUS LOCATIONS

August 14, 2018

Page 2 of 2

improving highway safety on all public roads with a focus on performance. The first project includes the installation of right turn lanes and acceleration lanes on the Avenal Cutoff Road. The second includes the installation of right turn lanes and flashing beacons at the intersections of 18<sup>th</sup> Avenue at both Idaho and Jackson Avenues, Houston Avenue at both 9<sup>th</sup> and 2<sup>nd</sup> Avenues, and Kansas Avenue at 10-1/2 Avenue.

Upon the first low bid exceeding the allocated funding amount by over \$1,000,000, Caltrans offered \$250,000 in additional funding which left a \$750,000 shortfall. The State strongly recommended re-advertising the project with which County Public Works staff complied. The second low bid, in the amount of \$1,934,065 submitted by Granite Construction, Inc. was \$200,000 less than the prior low bid however still significantly higher than the allocated project funding. After negotiations with Caltrans, staff was able to secure an additional \$900,000 in Federal funding necessary to award the project for construction.

The three (3) bids were as follows:

- |                                  |                |
|----------------------------------|----------------|
| 1. Granite Construction, Inc.    | \$1,934,065.00 |
| 2. Papich Construction Co., Inc. | \$2,169,300.00 |
| 3. Bush Engineering, Inc.        | \$2,252,477.26 |

The construction agreement has been reviewed and approved to form by County Counsel, and was approved by your board as part of the project specifications.

**\* \* \* \* NOTICE OF AWARD \* \* \* \***

Granite Construction, Inc.  
2716 South Granite Court  
Fresno, CA 93706

AWARD DATE: August 14, 2018

**PROJECT DESCRIPTION: KINGS COUNTY HIGHWAY SAFETY IMPROVEMENT PROGRAM  
PROJECT – VARIOUS LOCATIONS**

The County of Kings has considered the BID submitted by you for the above described PROJECT in response to its Notice to Contractors and Instruction to Bidders.

You are hereby notified that your BID has been accepted for a total amount of \$1,934,065.00.

You are required by the Bid Proposal to execute the Agreement and furnish the required documents including the Contractor's Performance Bond, Payment Bond, Maintenance Bond, and Certificates of Insurance AND BEGIN WORK within ten (10) working days from the date of this Notice to you.

In furnishing the above documents, be advised that they must conform to the requirements set forth on the attached sheet titled "SPECIAL REQUIREMENTS."

If you fail to execute said Agreement and to furnish said Bonds within the required ten (10) working days, the County will be entitled to consider all your rights arising out of the County's acceptance of your BID to be abandoned and will declare a forfeiture of your BID BOND. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the County.

Dated this 14<sup>th</sup> day of AUGUST, 2018.

County of Kings, California

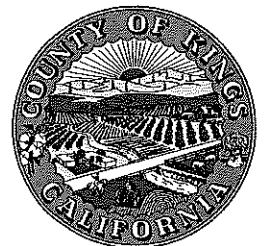
By: \_\_\_\_\_  
Dominic Tyburski, P.E.  
Chief Engineer  
County of Kings Department of Public Works

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_, this, the \_\_\_\_ day  
of \_\_\_\_\_ 2018.

By: \_\_\_\_\_  
Title:



## SPECIAL REQUIREMENTS

1. Required Performance, Payment and Maintenance Bonds: The Performance, Payment and Maintenance Bonds shall be in the form prescribed and included in the Agreement. Bonds on any other form will not be accepted.
  
2. Insurance Certificate Cancellation Clause: The Insurance Certificate cancellation language shall read as follows:  
  
"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, THE COUNTY OF KINGS."
3. Insurance Certificate Additional Insured: The Insurance Certificates shall contain a statement to the effect that the Certificated Holder is named Additional Insured and provide all necessary endorsement.
  
4. The original, or certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so for and in behalf of the Owner.
  
5. A *certified copy* of the certificate of authority of the insurer issued by the California Insurance Commissioner. Contact [Magnolia.Gutierrez@insurance.ca.gov](mailto:Magnolia.Gutierrez@insurance.ca.gov), California Department of Insurance, Corporate Affairs Bureau, 45 Fremont Street, 24<sup>th</sup> Floor, San Francisco, CA 94105, (415) 538-4082.
  
6. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
  
7. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officer's certificate as defined in Corporations Code section 173.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 14, 2018

**SUBMITTED BY:** Assessor/Clerk-Recorder/Elections – Kristi Lee

**SUBJECT:** ELECTIONS EQUIPMENT AND SERVICE AGREEMENTS AND LEASE

**SUMMARY:**

**Overview:**

In order to address the risk of faulty elections equipment, and based on a recommendation from the Grand Jury, these new agreements with Election Systems & Software, LLC (ES&S) will allow the County to upgrade the elections equipment and services. The current equipment will be replaced in total with two DS850 high-speed central scanner and tabulators, one Mail Ballot Verifier, 140-ExpressVote machines, Elections Reporting Manager software, on-site training, election night support, and full system documentation.

**Recommendation:**

1. Authorize the Chairman to sign two agreements with Election Systems & Software, LLC for elections equipment, maintenance, and licenses; and
2. Authorize the Chairman to sign the agreement between the County of Kings and Government Capital Corporation for financing the upgrade of the equipment, software, initial license, maintenance and support; and
3. Authorize the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)

**Fiscal Impact:**

The total cost to buy the equipment outright is \$848,275 including sales tax. Financing through Government Capital has been negotiated in order to get the best rate possible. The annual payment will be \$124,718 per year beginning March 15, 2019 for an eight year term with a \$1 buyout. There will be an annual post-warranty amount of \$55,735 for licenses, maintenance and support fees after the first

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.



## **Agenda Item**

### **ELECTIONS EQUIPMENT AND SERVICE AGREEMENTS AND LEASE**

**August 14, 2018**

**Page 2 of 2**

year. This amount will be an increase of approximately \$35,735 of the current fees the County pays on its current equipment for licenses and maintenance, but the amount does not include support. Also, there will be a reduction of approximately \$13,000 per election because the new equipment will eliminate the need to have printed ballots at the polling locations. In addition, staff will be trained to set up elections saving approximately \$4,000. Lastly, there will be a reduction in the number of ballots that will be required to be kept inside the office creating additional savings. It is requested that the cost of the new lease and expenses will be a new General Fund obligation, and the annual payment of \$124,718 is requested to be included in the FY 18/19 budget.

#### **BACKGROUND:**

Requests for new elections equipment have been submitted through the budget process for the last 7-years. Last year a request was made to your Board to update the equipment in order to reduce increased risk to the County of equipment failure. The Kings County Grand Jury, in their report for FY 2017-2018, recommended the purchase or lease of new ballot counting machines and to determine if unusable voting machines can be destroyed or sold. The Elections Office cannot continue operating with the risks of failure. The Elections Office had more equipment jams and breakdowns during the June 2018 Election than ever before, and we are requesting to eliminate the consequences that will arise with elections equipment failure.

The County Administrative Officer and one of your Board Members have requested that when the time is right that a formal Request for Proposal (RFP) process take place, and not an informal process as was done last year. In compliance with this request, an RFP was prepared and the committee, consisting of an Elections Specialist III, an Auditor-Accountant, and the Registrar of Voters, in agreement with the Purchasing Manager, considered ES&S's proposal the best fit to provide the equipment and services necessary for Kings County to carry out the November 2018 and future elections. A representative from the Information Technology Department was invited to participate on the committee, but preferred to be available for questions only.

Prior to the June 2016 Election, the Information Technology Department informed me and County Counsel that they estimated a 60% chance of the current equipment failing during that election. As the Assessor/Clerk-Recorder/Registrar of Voters, I believe that your Board and I are all concerned about ensuring that the voters of Kings County are able to have their voices heard through the elections process. Consequently, through the RFP process, the most efficient equipment has been selected for Kings County.

With the approval of your Board, the Elections Office will be able to effectively carry out elections without the concern of equipment failure. The Elections Office will be able to operate more efficiently, as well, with the faster and more reliable scanner/tabulator machines, signature verification, and ballot sorting equipment. Voters that go to the polls will be easily able to vote on certified machines that are also compliant with the American Disabilities Act. In addition, ES&S will provide a trade-in allowance for the voting machines with removal and shipping included.

County Counsel has reviewed and approved the agreement.

KINGS COUNTY  
OFFICE OF THE AUDITOR-CONTROLLER  
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only
Date
J/E No.
Page 1 of 1

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
<b>TOTAL</b>						

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
<b>TOTAL</b>						

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General	Contingencies for General	Approp for Contingencies	0001	990000	82900000	130,180.03
<b>TOTAL</b>						130,180.03

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
General	Elections	Leases-Principal	0001	155000	82302300	130,180.03
<b>TOTAL</b>						130,180.03

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

Auditor Approval \_\_\_\_\_ Department Head Kristi Lee

CAO Approval \_\_\_\_\_ Board Approval \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF KINGS PURCHASING DEPARTMENT**  
**SOLE SOURCE JUSTIFICATION**

This form must accompany any requisition whenever a sole source purchase is requested. State and local laws subject the County of Kings to competitive bidding requirements. Requisitions for goods and services that are to be purchased from a specific vendor or limited to a specific brand, where substitutes to the suggested vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The justification must be signed by the requestor and forwarded to the County's Purchasing Manager.

The Purchasing Manager will determine whether the justification is appropriate. Sole source justifications are to be supported by factual statements that will pass an internal, state or federal audit.

1. Please check all applicable categories (a through d) below and provide additional information where indicated.

- a. The requested product is an integral repair part or compatible only with *existing* equipment

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value     \$

- b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Departments needs and is not available in comparable products/service providers.
- c. The requested product or service is one with which I (or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
- d. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary.

See Attachment

3. Was an evaluation of other equipment, products, or services completed? Yes  No

4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase. Kristi Lee - Assessor | Juliana Gmur - Assistant County Counsel  
Anthony Loza - Treasury Manager

5. I certify that the above information is true and a signed copy of the Sole Source Justification Form will be kept on file and available for audit in my department. I further certify that myself, or anyone else participating in the decision to recommend this sole source purchase, do not have a personal or business relationship nor financial interest in the suggested vendor.

Signature

Printed Name and Title

Date

Purchasing Manager: Approved as written  Rejected  Signed \_\_\_\_\_

Dan Willhite, Purchasing Manager

8/6/18

Sole Source Justification:

2. Kings County has contracted with Government Capital Financing for several projects over the past year. These projects include financing for the new Finance Software upgrade, new Fire Trucks, and a Bulldozer for the Fire department. Government Capital is very competitive with their rates as they have procured our most recent financing ventures for this same reason.

Since the timing is crucial for this Elections equipment/software to go to the BOS, County Counsel suggested that the Assessor work with Finance and Government Capital to see if Government Capital would be able to offer the financing. This is primarily because we have worked with Government Capital on the above mentioned projects recently and their contract/agreement pretty much ironed out to Counsel's specifications. In addition, markets are fluctuating so quickly that it is highly unlikely that we would secure a lower rate by spending two weeks securing additional bids that may not be able to be held for the time it will take Counsel and Administration to do a thorough review of their contract and get the contract approved by the BOS.



11208 JOHN GALT BLVD  
 OMAHA, NE 68137-2364  
 (402) 593-0101

# Sales Order Agreement

Customer P.O. #: \_\_\_\_\_

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Customer Contact, Title: Kristine Lee - Assessor/Clerk-Recorder/Registrar of Voters

Phone Number: (559) 852-2501

Customer Name: Kings County, California

Fax Number: N/A

Type of Sale:  NEW

Type of Equip:  NEW  REFURBISHED

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Kings County, California

Kings County, California

Kristine Lee - Assessor/Clerk-Recorder/Registrar of Voters

Kristine Lee - Assessor/Clerk-Recorder/Registrar of Voters

1400 W. Lacey Boulevard

1400 W. Lacey Boulevard

Hanford, CA 93230

Hanford, CA 93230

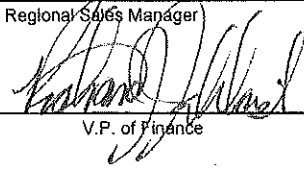
Item	Description	Qty	Price	Total
1	DS850 High Speed Digital Scanner	2	\$111,500.00	\$223,000.00
2	ExpressVote Ballot Marking Device	140	\$3,325.00	\$465,500.00
3	ExpressVote Ballot Marking Device	140	\$175.00	\$24,500.00
4	ExpressVote Ballot Marking Device	24	\$99.95	\$2,398.80
5	Software	1	\$5,625.00	\$5,625.00
6	Software	1	\$4,070.00	\$4,070.00
7	Software	1	\$3,150.00	\$3,150.00
8	Services	1	\$19,275.00	\$19,275.00
9	Services	2	\$1,650.00	\$3,300.00
10	Services	1	Included	Included
11	Services	1	Included	Included
12	Services	1	Included	Included
13	Trade-In Allowance	1	(\$4,500.00)	(\$4,500.00)
14	Shipping	1	\$10,443.75	\$10,443.75

Freight Billable: yes  no

Order Subtotal	<b>\$756,762.55</b>
Customer Discount	(\$62,000.00)
<b>Order Total</b>	<b>\$694,762.55</b>

\_\_\_\_\_  
 Larry Tonelli

# Sales Order Agreement

Regional Sales Manager  V.P. of Finance	Customer Signature _____ Date _____  _____ Title
_____ Date	

<b>Trade-In Equipment:</b> ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.	
<b>Special Notes:</b>	
<b>Payment Terms</b>	100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.  Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.  Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.
<b>Optional Lease-Purchase Financing</b>	See Nationwide Capital, LLC Lease Purchase Agreement
<b>Warranty Period:</b>	One (1) Year From Equipment Delivery
<b>Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)</b> The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.	
SEE GENERAL TERMS AND CONDITIONS	

## GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time, or temporary employees as well as poll workers, to the extent necessary, to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request,

shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

## 7. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

## 9. Proprietary Rights.

a. Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

b. ES&S shall defend, indemnify, and hold harmless Customer with respect to any claim, demand, cause of action, or liability, including attorneys' fees, to the extent that such is based upon a claim that the ES&S Software, used by Customer within the scope of the licenses granted hereunder, infringes any United States patent, any United States copyright, or any trade secret or other intellectual property rights, provided that ES&S is promptly notified in writing of such claim. The acceptance, by ES&S, of tender of defense of any claim shall give ES&S the right to select legal counsel and manage the defense, provided that Customer shall be given regular notice and opportunity to participate in such litigation, at Customer's expense. In no event shall Customer settle any claim, lawsuit, or proceeding without ES&S' prior written approval. Customer may, at its own expense, assist in such defense if it so chooses.

In the event of any such claim, litigation or threat thereof, ES&S, at its sole option and expense, may procure for Customer the right to continue to use the ES&S Software or, at its sole option and expense, may replace or modify the ES&S Software with functionally-compatible, non-infringing software. If such settlement or such modification is not reasonably practical in the opinion of the parties, after giving due consideration to all factors including financial expense, or if a temporary or final injunction or other judgment is obtained against ES&S with respect to the ES&S Software or any part thereof, ES&S may cancel this Agreement and the licenses granted thereunder upon fifteen (15) days written notice to Customer and shall refund to Customer the unamortized portion of the amounts paid to ES&S by Customer for the license and use thereof. Upon such repayment ES&S shall be

discharged of all further liability hereunder except for the obligations set forth above. This section shall survive the termination of this Agreement.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's Jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **Indemnification.** ES&S shall indemnify, defend and hold harmless, Customer, its elected officials, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorneys fees, costs and expenses of whatsoever kind or nature at any time arising out of or in any way connected with the performance or nonperformance of this Agreement. ES&S' liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of ES&S, unless the claim, demand liability, judgment, award, interest, attorney's fee, cost or expense is caused solely by the negligent or willful misconduct of the Customer, its elected officials, officers, employees, agents or assigns. ES&S will on request and at its expense defend any action suit or proceeding arising hereunder and shall reimburse and pay the Customer for any loss, cost, damage or expense (including the cost of its attorneys) suffered by it hereunder. 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, within applicable statute of limitations.

16. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by both parties. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in Kings County, California. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.



**EXHIBIT A**  
**HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT**  
**SERVICES**  
**(POST-WARRANTY PERIOD)**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products identified on Attachment 1 as "**Gold and Silver Coverage**" working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any renewal thereof for those hardware products identified as "**Gold Coverage**" on

Attachment 1. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each **Twenty-Four (24) Months** during the Initial Term or any renewal thereof for those hardware products identified as "**Silver Coverage**" on Attachment 1. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III**

#### **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1  
Pricing Summary**

<b>Summary:</b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$21,640.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$12,845.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$12,250.00
<b>Total Maintenance Fees for the Initial Term:</b>		<b>\$46,735.00</b>
<b>Payment Terms:</b>		
ES&S shall Invoice Customer annually for the Initial Term. Payment is due before the start of the Initial Term.		
<b>Terms &amp; Conditions:</b>		
<b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.		
<b>Note 2:</b> In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Initial Term: Expiration of the Warranty Period through the first anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
2	Model DS850 Scanner (Gold Coverage)	Year 1	\$3,995.00	\$7,990.00
140	ExpressVote BMD Terminal (Silver Coverage)	Year 1	\$97.50	\$13,650.00
<b>Total Maintenance Fees for the Initial Coverage Period</b>				<b>\$21,640.00</b>

**Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period for "Gold" Coverage Items shall be 55% of the then current maintenance fee per unit. The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Silver" Coverage Items shall be 75% of the then current maintenance fee per unit.**

**Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.**

**Note 3: Customer's Designated Location: Kings County, California**

**Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.**

**Hardware Maintenance Services Provided by ES&S Under this Schedule A1**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of ES&S Equipment.

## 5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

## 6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

<b>Qty</b>	<b>Description</b>	<b>Coverage Period</b>	<b>Software License, Maintenance and Support Fee In Total</b>
1	ElectionWare Software – Reporting Only (ERM)	Year 1	\$5,625.00
1	Media Burn Capability	Year 1	\$4,070.00
1	Automated Test Decks Capability	Year 1	\$3,150.00
<b>Total License, Maintenance and Support Fees for the Initial Term</b>			<b>\$12,845.00</b>



**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
2	DS850 Scanner	Year 1	\$1,575.00	\$3,150.00
140	ExpressVote BMD	Year 1	\$65.00	\$9,100.00
<b>Total License, Maintenance and Support Fees for the Initial Term</b>				<b>\$12,250.00</b>

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

**ELECTION SYSTEMS & SOFTWARE, LLC  
MAIL BALLOT VERIFIER SYSTEM, PROCESSING AND SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

**BETWEEN:** ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

**AND:** KINGS COUNTY, CALIFORNIA

**RECITALS:**

- A. ES&S is the owner of certain mail ballot verifier equipment and software as set forth herein and Customer has agreed to purchase and license the mail ballot verifier equipment and related software and services from ES&S for use in Kings County, California (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
- Exhibit A (Pricing Summary)
- Exhibit B (ES&S Equipment, ES&S Software License, Third Party Items Description, Pricing and Fees)
- Exhibit C (ES&S Support Services)

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of California**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC  
11208 John Galt Boulevard  
Omaha, NE 68137  
Fax No.: (402) 970-1291

KINGS COUNTY, CALIFORNIA  
1400 W. Lacey Boulevard  
Hanford, CA 93230  
Fax No.: N/A

Signature

Name (Printed or Typed)

Title

Date

Signature

Name (Printed or Typed)

Title

Date

**GENERAL TERMS  
ARTICLE 1  
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Equipment and ES&S Software.
- b. "ES&S Equipment" means ES&S' hardware or other ES&S proprietary equipment.
- c. "ES&S Software" means ES&S' proprietary mail ballot verifier software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.

**ARTICLE 2  
SALE OF ES&S EQUIPMENT AND LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES**

2.1 **Purchase Terms; Use.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment described on Exhibit B. The payment terms for the ES&S Equipment are set forth on Exhibit A. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the ES&S Equipment.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time and temporary employees to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 **Term of Licenses.** The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for the Initial Term of the Agreement (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.4 **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.5 **Fees.**

a. **Equipment Sale and License Fees.** The fees for the purchase of ES&S' Equipment and License of ES&S Software during Term of the Agreement are set forth on Exhibit A.

b. **Processing Fee.** In addition to the payment of the fees set forth above and in partial consideration for the use of the ES&S Equipment and ES&S Software in order to scan, sort and process ballots in the Jurisdiction, Customer shall pay ES&S the Processing Fees set forth on Exhibit A.

c. **Pricing Changes.** ES&S reserves the right to adjust the processing fee annually during the Term of the Agreement. ES&S shall notify Customer, in writing, of such price increase by providing Customer with ninety (90) days advanced written notice.

**ARTICLE 3  
MISCELLANEOUS**

3.1 **Term; Termination.** This Agreement shall be effective for a **One (1) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to

herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such breach within such thirty (30) day period, (except a breach as provided in (iii) below which will require no notice); or (iii) Customer's failure to make any payment due hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all services performed and all processing fees earned up through the date of termination. Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred. In addition, Customer shall return all unused and unopened consumable items, including ballot paper, to ES&S within thirty (30) days following the termination of the Agreement. Customer shall provide ES&S with a written certification from an authorized representative of Customer stating that Customer has returned all items, in its possession, associated with this Agreement. Such written certification shall be included with the return of the aforementioned items.

3.2 **Delivery; Risk of Loss; Insurance.** ES&S anticipates shipping the ES&S Equipment and ES&S Software identified on Exhibit B to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement because of delays in executing this Agreement, changes requested by Customer, product availability and other events outside of ES&S's control. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement for ES&S Equipment and Software have been paid by Customer.

3.3 **Installation of ES&S Equipment and ES&S Software.** Customer acknowledges and agrees that the ES&S Equipment and ES&S Software provided by ES&S hereunder shall only be used by the Customer to perform the services contemplated under this Agreement and not for any other purpose. Customer will provide, at its own expense, a site adequate in space and design for installation, operation and storage of the ES&S Equipment, ES&S Software and consumable items. Customer shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the ES&S Equipment. ES&S may, but shall not be required to, inspect the site and advise on its acceptability before any ES&S Equipment or ES&S Software is installed. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any ES&S Equipment or ES&S Software at a site not meeting ES&S' specifications.

3.4 **Maintenance; Support.**

a. **ES&S Equipment and ES&S Software.** ES&S agrees that during the Term of the Agreement, ES&S shall maintain the ES&S Equipment and ES&S Software in good working condition in order allow the Customer to use the ES&S Equipment and ES&S Software in accordance with its Documentation, wear and tear excepted ("Normal Working Condition"). If a defect or malfunction occurs in any ES&S Equipment and/or ES&S Software while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. ES&S shall repair or replace any item of ES&S Equipment and ES&S Software at ES&S' or the Customer's designated location as determined by ES&S in its sole discretion. If a defect or malfunction

occurs in any ES&S Equipment and ES&S Software as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, rodent infestation, and utility or communication interruptions, Customer shall pay ES&S for any maintenance services at ES&S' then-current rates, as well as for the cost of all parts used in connection with the performance of such maintenance services.

b. **Technical Support.** In addition to providing those services set forth in Section 3.3 (a), ES&S shall provide the Customer with technical help desk support.

3.5 **Disclaimer of Warranties.** EXCEPT AS OTHERWISE SET FORTH HEREIN, ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.6 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (c) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.7 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.6, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.8 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S

Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.9 **Indemnification.** ES&S shall defend, indemnify, and hold harmless Customer with respect to any claim, demand, cause of action, or liability, including attorneys' fees, to the extent that such is based upon a claim that the ES&S Software, used by Customer within the scope of the licenses granted hereunder, infringes any United States patent, any United States copyright, or any trade secret or other intellectual property rights, provided that ES&S is promptly notified in writing of such claim. The acceptance, by ES&S, of tender of defense of any claim shall give ES&S the right to select legal counsel and manage the defense, provided that Customer shall be given regular notice and opportunity to participate in such litigation, at Customer's expense. In no event shall Customer settle any claim, lawsuit, or proceeding without ES&S' prior written approval. Customer may, at its own expense, assist in such defense if it so chooses.

In the event of any such claim, litigation or threat thereof, ES&S, at its sole option and expense, may procure for Customer the right to continue to use the ES&S Software or, at its sole option and expense, may replace or modify the ES&S Software with functionally-compatible, non-infringing software. If such settlement or such modification is not reasonably practical in the opinion of the parties, after giving due consideration to all factors including financial expense, or if a temporary or final injunction or other judgment is obtained against ES&S with respect to the ES&S Software or any part thereof, ES&S may cancel this Agreement and the licenses granted thereunder upon fifteen (15) days written notice to Customer and shall refund to Customer the unamortized portion of the amounts paid to ES&S by Customer for the license and use thereof. Upon such repayment ES&S shall be discharged of all further liability hereunder except for the obligations set forth above. This section shall survive the termination of this Agreement.

3.10 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.11 **Non-Appropriation of Funds.** Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.12 **Assignment.** Neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.13 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received.



All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.14 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

3.15 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.5-3.15 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A  
PRICING SUMMARY**

<b>Sale Summary:</b>						
<b>Description</b>	<b>Refer to</b>	<b>Amount</b>				
ES&S Equipment and Software	Exhibit B	\$99,270.00				
Support Services	Exhibit C	Included				
Shipping and Handling	See Note 1	Included				
<b>Total Net Sale:</b>		<b>\$99,270.00</b>				
Processing Fees are not included in Total Net Sale. Please see Note 2 below for payment terms and Exhibit B for Processing Fees and Payment Terms.						
<b>Terms &amp; Conditions:</b>						
<p><b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 3.8. Premium or rush transportation services incurred in connection with deliverables included in the Total Net Sale or in connection with the delivery of consumables set forth on Exhibit B are additive and will be billed as incurred.</p> <p><b>Note 2: <u>Invoicing and Payment Terms are as Follows:</u></b></p> <p><b><u>ES&amp;S Equipment Purchase and ES&amp;S Software License Fees</u></b></p> <p>\$99,270.00 due Thirty (30) Calendar Days after the later of (a) Delivery of the Mail Ballot Verifier System, or (b) Receipt of Corresponding ES&amp;S Invoice.</p> <p><b><u>ES&amp;S Envelope Processing Fees</u></b> as set forth on Exhibit B will be invoiced on a per election basis, as applicable. Invoices are due and payable within thirty (30) calendar days of receipt of such invoice by Customer</p> <p><b>Note 3:</b> Services in excess of those set forth in <u>Exhibit C</u> shall be charged at the rate of \$1,650.00 per day, including expenses.</p> <p><b>Note 4:</b> ES&amp;S anticipates delivering the Equipment and Software in accordance with Section 3.1 as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Equipment/Software</u></td> <td style="text-align: center;"><u>Estimated Delivery Date</u></td> </tr> <tr> <td style="text-align: center;">Mail Ballot Verifier System</td> <td style="text-align: center;">To Be Agreed To By The Parties</td> </tr> </table>			<u>Equipment/Software</u>	<u>Estimated Delivery Date</u>	Mail Ballot Verifier System	To Be Agreed To By The Parties
<u>Equipment/Software</u>	<u>Estimated Delivery Date</u>					
Mail Ballot Verifier System	To Be Agreed To By The Parties					
<b><u>Ongoing Hardware and Software License, Maintenance and Support Services:</u></b>		<b>First Renewal Period Annual Fees</b>				
ES&S Equipment Maintenance and Support and Software License, Maintenance and Support Services for ES&S Equipment and Mail Ballot Verifier Software   Automated "No Signature" Detection Divert Software   Automated Signature Recognition Software. The rate for each successive Renewal Period will not exceed 5% of the then expiring fee.		\$9,000.00				

**EXHIBIT B  
ES&S EQUIPMENT, ES&S SOFTWARE LICENSE, THIRD PARTY ITEMS DESCRIPTION,  
PRICING AND FEES**

QUANTITY	DESCRIPTION	TOTAL FEE
<b>Mail Ballot Verifier System Includes the Following:</b>		
1	MBV 1000 Chassis – Includes High Capacity Feeder, Transport, MBV Computer, and Output Bin	\$99,270.00
1	Thickness Detector	Included
1	Imaging Camera with Barcode Scanning	Included
1	Dymo Label Printer	Included
1	Starter Package	Included
1	Cover	Included
1	DIMS Integration	Included
1	Printer & Software Training	Included
1	Installation & Acceptance Testing	Included
1	MBV Cart	Included
1	Optional On-Site Election Support	Included
	MBV Software License:	
1	MBV 1-Year Software License	Included
1	Automated Signature Verification	Included
1	No Signature Detection	Included
	<b>TOTAL EQUIPMENT, SOFTWARE LICENSE, AND THIRD-PARTY ITEMS FOR THE INITIAL TERM:</b>	<b>\$99,270.00</b>

**ENVELOPE PROCESSING FEES**

Description	Initial Term
Base Processing Fee*	Included
Base Processing Volume per year	30,000
Per Piece Processing Fee for each piece processed over the Base Processing Volume*	\$0.25

\*Included in initial purchase price. Subject to annual increase thereafter as per Exhibit A.

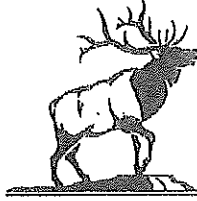
The Base Processing Fee is due within 30 days of receipt of vendor invoice, and will be billed at the start of the Initial Term and each Renewal Period. Processing Volumes in excess of the Base Processing Volume will be calculated and invoiced following the applicable election.

**EXHIBIT C  
SUPPORT SERVICES**

The support services to be provided by ES&S during the Initial Term, a description of such services and total fees are described below. Customer acknowledges that ES&S's fees for support services are based on the descriptions listed in the table below, and that a change in the descriptions may require ES&S to change the fees charged to Customer. For purposes of ES&S's provision of Support Services under this Agreement, a "Service Day" shall mean the performance of any agreed upon Support Services on or off of Customer's facilities, as applicable, by one (1) ES&S employee, contractor or agent on any one (1) calendar day or four-hour portion thereof. By way of example, "ten Service Days" could be used by Customer through the provision of Support Services by one (1) ES&S employee, contractor or agent on each of ten (10) different calendar days, two (2) ES&S employees, contractors or agents on each of five (5) different calendar days, or ten (10) ES&S employees, contractors or agents on one (1) calendar day.

<b>Role/Function</b>	<b>Area of Work or Description</b>	<b>Primary Responsibility</b>	<b>Fee</b>
<b>Training</b>	<p>Training will be provided on a pre-scheduled basis. Number and length of training sessions will be mutually agreed upon in advanced. Customer agrees to provide a facility to hold training sessions. Levels of training include:</p> <p><b>1st level (operator) training</b></p> <ul style="list-style-type: none"> <li>- Provides sufficient skills to operate the system, replace consumables, clear jams.</li> </ul> <p><b>2nd level (lead) training</b></p> <ul style="list-style-type: none"> <li>- Involves more in depth troubleshooting knowledge including aligning feeder, understanding communication issues with VR systems, and production of reports.</li> </ul> <p><b>Technical training to IT or operations staff</b></p> <ul style="list-style-type: none"> <li>- Involves a complete understanding of system architecture and operations.</li> </ul> <p>Refresher training can be provided in advance of each election on a mutually agreeable timeframe at the then current rate per day (currently \$1,575.00 per day).</p>	ES&S	Included
<b>Hardware and Software Maintenance</b>	<p><b>Software Maintenance</b></p> <ul style="list-style-type: none"> <li>• Technical software support hotline</li> <li>• Installation of any new Updates</li> <li>• Testing and validation of all Updates</li> </ul> <p><b>Hardware Maintenance</b></p> <ul style="list-style-type: none"> <li>• Technical support and repair of all hardware components</li> <li>• Break/Fix maintenance on the Mail Ballot Verifier system</li> <li>• All labor</li> </ul>	ES&S	Included
	<b>Total Support Service Fees:</b>		<b>Included</b>

Role/Function	Area of Work or Description	Primary Responsibility
<b>Installation – Mail Ballot Verifier System</b>	ES&S will inspect and install the Mail Ballot Verifier System at Customer's designated location to ensure it is operating properly and within specifications.	ES&S
	<b>Total Installation Fees: Included</b>	



**GOVERNMENT CAPITAL CORPORATION**

345 Miron Drive, Southlake, Texas 76092

August 6, 2018

Anthony D. Loza, MPA  
Kings County  
Hanford CA  
(559) 852-2481

via email: anthony.loza@co.kings.ca.us

Dear Anthony,

Thank you for the opportunity to present proposed financing for Election Systems software and hardware for Kings County. I am submitting for your review the following proposed structure:

LENDER:	Government Capital Corporation
ISSUER:	Kings County, CA
FINANCING STRUCTURE:	Tax Exempt Structure w/ \$1.00 purchase
EQUIPMENT COST:	\$848,275.00
ANNUAL PAYMENT TERM:	8 Years
INTEREST RATE:	3.914%
PAYMENT AMOUNT:	\$124,717.98
PAYMENTS COMMENCING:	March 15, 2019, annually thereafter
ASSUMES FUNDING:	August 24, 2018

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis and mutually acceptable documentation and assumes bank qualification. The above payment amount includes a 1% fee to cover issuance expenses including underwriting, documentation and legal fees.

The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call me toll free 800-883-1199 or direct 817-722-0227.

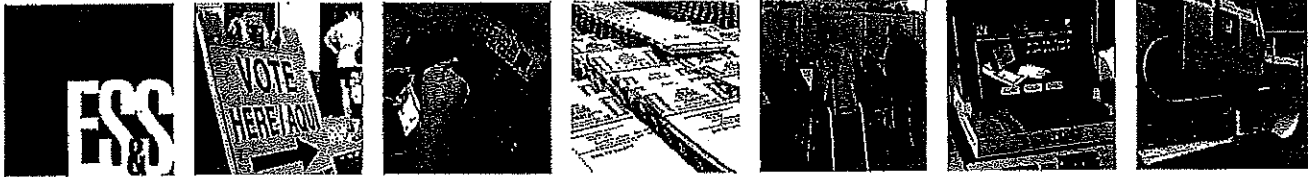
With Best Regards,

Marti Sauls  
Client Services



CC: Kevin Lerner

*The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.*



Kings County, California  
**Purchase Proposal Quote**  
 Submitted by Election Systems & Software

Quantity	Item Description	Price
<b>Tabulation System</b>		
<b>Hardware</b>		
	<b>Model DS850 High Speed Digital Image Scanner:</b>	
2	Model DS850 (Includes Scanner, Steel Table/Carf, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) 8GB Thumb Drives)	\$223,000.00
2	DS850 Initial Annual License Fee	Included
	<b>ExpressVote Ballot Marking Device:</b>	
140	ExpressVote BMD Terminal (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, 4GB Flash Drive and Power Supply with AC Cord)	\$465,500.00
140	Soft-Sided Case	\$24,500.00
	<b>ExpressVote Add-Ons:</b>	
24	Tabletop ExpressVote Privacy Screens (6 per case)	\$2,398.80
<b>Software</b>		
1	ElectionWare Software - EVS 6.x.x.x Base Package - Reporting Only	\$5,625.00
1	Media Burn Capability	\$4,070.00
1	Automated Test Decks Capability	\$3,150.00
<b>Election Services</b>		
2	Project Management	\$3,300.00
1	Equipment Operations Training	Included
1	Poll Worker Train-the-Trainer	Included
1	Software Training	Included
2	Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)	Included
X	Installation/Acceptance Testing	\$19,275.00
X	1 Year Hardware and Software Warranty	Included
	<b>Shipping &amp; Other</b>	
X	Shipping and Handling	\$10,443.75
X	Customer Discount	(\$62,000.00)
	Trade-In Allowance, Equipment Being Traded-In by Customer Includes: 180-Sequoia Edge Machines	(\$4,500.00)
	<b>Total Tabulation System Solution</b>	<b>\$694,762.55</b>
<b>Mail Ballot Verifier System</b>		
1	MBV 1000 Chassis - Includes High Capacity Feeder, Transport, MBV Computer, Output Bin Includes:	\$99,270.00
1	Thickness Detector	
1	Imaging Camera with Barcode Scanning	
1	Dymo Label Printer	
1	Starter Package	
1	Cover	
X	DIMS Integration	
X	Printer & Software Training	
X	Installation & Acceptance Testing	
1	MBV Cart	
1	Optional On-Site Election Support	
	<b>MBV Software License:</b>	
1	MBV 1-Year Software License	
1	Automated Signature Verification	
1	No Signature Detection	
X	MBV 1-Year Hardware/Software Maintenance Agreement	
	<b>Total Mail Ballot Verifier Solution</b>	<b>\$99,270.00</b>
	<b>Total for Tabulation and Mail Ballot Verifier Solutions</b>	<b>\$794,032.55</b>



Kings County, California  
**Purchase Proposal Quote**  
 Submitted by Election Systems & Software

Lease with an Option to Purchase	Annual Pmt
Annual Payment for an Eight (8) Year Term	\$130,180.03
Buyout Amount at End of Term	\$1.00

**Lease/Purchase Financing Notes:**

1. ES&S is able to provide financing through its affiliate, Nationwide Capital.
2. First Payment due at contract execution and annually thereafter.
3. Payments do not include Annual Post-Warranty License and Maintenance and Support Fees which will be invoiced separately.
4. The Lease/Purchase Annual Payment amount is valid for thirty (30) days and subject to change thereafter.

**Annual Post-Warranty License and Maintenance and Support Fees**  
 (Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)

Quantity	Item Description	Price
<b>Annual Post-Warranty Hardware Maintenance and Support Fees:</b>		
2	HMA DS850 - Gold Coverage (Annual Maintenance)	\$7,990.00
140	HMA ExpressVote BMD - Silver Coverage (Maintenance Once Every 24-Months)	\$13,650.00
<b>Annual Post-Warranty Firmware License and Maintenance and Support Fees:</b>		
2	Firmware License - DS850	\$3,150.00
140	Firmware License - ExpressVote	\$9,100.00
<b>Annual Post-Warranty Software License and Maintenance and Support Fees:</b>		
1	ElectionWare Software - EVS 6.x.x.x Base Package - Reporting Only	\$5,625.00
1	Media Burn Capability	\$4,070.00
1	Automated Test Decks Capability	\$3,150.00
<b>Annual Mail Ballot Verifier License and Maintenance and Support Fees:</b>		
1	Hardware "Break/Fix" Maintenance and Software License Fees	\$9,000.00
	<b>Note:</b> Annual License and Maintenance and Support Fees includes 30,000 envelope scans per twelve (12) month cycle. Any additional envelopes scanned during the period will be invoiced at \$0.25 per envelope scanned.	
<b>Total Annual Post-Warranty License and Maintenance and Support Fees</b> (Excluding Additional Envelope Scanning Fees, If Applicable.)		<b>\$55,735.00</b>

**Footnotes:**

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.
6. Please note the configuration and pricing provided in this response is our MBV 1000 with two (2) output bins. The extended bins needed to fulfill your five (5) bin configuration are not currently available for installation within your desired time frames and we are unable at this time to provide a specific commitment as to their availability.



••0••CA

223,000 • +  
465,500 • +  
24,500 • +  
2,398.8 • +  
62,000 • -  
4,500 • -  
99,270 • +  
748,168.8 \*

SIT 748,168.8 x  
0.0725 =  
54,242.238

54,242.238 +  
748,168.8 +  
S/W < 5,625 • +  
4,070 • +  
3,150 • +  
3,300 • +  
19,275 • +  
10,443.75 +  
848,274.788 \*



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 14, 2018

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** JOINT OCCUPANCY AGREEMENT TERMINATION WITH THE JUDICIAL COUNCIL OF CALIFORNIA FOR THE CORCORAN COURT FACILITY

**SUMMARY:**

**Overview:**

On June 19, 2007, the County and the Judicial Council, Administrative Office of the Courts (“AOC”) entered into a Transfer Agreement for the transfer of responsibility for court facility with respect to the Corcoran Court located at 1000 Chittenden Avenue, Corcoran, California (“Court Facility”). Under the Transfer Agreement, the County transferred to the AOC responsibility for funding and operation of the Court Facility. In addition to the Transfer Agreement, the AOC and the County also entered into a Joint Occupancy Agreement dated June 19, 2007 (“JOA”), setting forth the parties’ respective rights and obligations with respect to the shared occupancy and use of the Real Property. The Parties desire to terminate the JOA upon the terms and conditions set forth so that the Real Property can be sold.

**Recommendation:**

**Authorize the Chairman to sign the Termination of Joint Occupancy Agreement to allow for the sale of the Corcoran Court facility.**

**Fiscal Impact:**

The property is estimated to be sold for \$785,000. As stated in the agreement the net proceeds from the sale of the Real Property shall be distributed as follows: 12.4% of the net proceeds shall be distributed to the County of Kings, and 87.6% of the net proceeds shall be distributed to the Judicial Council of California. This amounts to an estimated \$97,340 for the County of Kings.

(Cont’d)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **JOINT OCCUPANCY AGREEMENT TERMINATION WITH THE JUDICIAL COUNCIL OF CALIFORNIA FOR THE CORCORAN COURT FACILITY**

**August 14, 2018**

**Page 2 of 2**

#### **BACKGROUND:**

Under the Transfer Agreement, the AOC and the County also entered into a JOA dated June 19, 2007, setting forth the parties' respective rights and obligations with respect to the shared occupancy and use of the Real Property. Pursuant to Government Code section 70391(c)(2), the County acknowledges that the Judicial Council has consulted with the County concerning the disposition of the Court Facility, including offering the Court Facility to the County at fair market which offer the County has declined. The Judicial Council has found a buyer for the Real Property; and therefore, the Parties desire to terminate the JOA. The County will need to vacate the Corcoran Court facility no later than October 1, 2018. The County does maintain a Sheriff's substation at that facility, and it has been agreed upon by all parties that the Sheriff's substation will move to the upstairs area of the Corcoran fire station once a replacement air conditioner is installed.

## TERMINATION OF JOINT OCCUPANCY AGREEMENT

This Termination of Joint Occupancy Agreement (“**Termination**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the JUDICIAL COUNCIL OF CALIFORNIA (“**Judicial Council**”), and the COUNTY OF KINGS (“**County**”). The Judicial Council and the County each constitute a “Party” and collectively constitute the “Parties” to this Termination.

### RECITALS

A. On June 19, 2007, the County and the Judicial Council, Administrative Office of the Courts (“**AOC**”) entered into a Transfer Agreement For The Transfer of Responsibility For Court Facility (the “**Transfer Agreement**”) with respect to the Corcoran Court located at 1000 Chittenden Avenue, Corcoran, California (“**Court Facility**”). Under the Transfer Agreement, the County transferred to the AOC responsibility for funding and operation of the Court Facility. The legal description for the real property associated with the Court Facility is attached to this Termination as **Attachment 1** (the “**Real Property**”).

B. In addition to the Transfer Agreement, the AOC and the County also entered into a Joint Occupancy Agreement dated June 19, 2007 (“**JOA**”), setting forth the parties’ respective rights and obligations with respect to the shared occupancy and use of the Real Property.

C. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any party.

D. Pursuant to Government Code sections 70391(c)(2) and 70396, County acknowledges that the Judicial Council has consulted with the County concerning the disposition of the Court Facility, including offering the Court Facility to the County at fair market value, which offer the County has declined.

E. The Parties have obtained an appraisal for the Real Property from Colliers International Group, Inc., which concludes that the fair market value of the Real Property as of the date of valuation is \$780,000.

F. The Judicial Council has found a buyer for the Real Property (“**Buyer**”) who has agreed to purchase the Real Property for \$785,000 with the close of escrow scheduled for October 8, 2018.

G. The Parties desire to terminate the JOA upon the terms and conditions set forth in the Termination so that the Real Property can be sold to Buyer for \$785,000.

**NOW, THEREFORE**, the County and the Judicial Council do hereby agree as follows:

1. The Parties acknowledge that the above Recitals are true and correct and are incorporated into this Agreement by this reference.
2. The County agrees to vacate the Real Property no later than October 1, 2018.
3. The JOA shall terminate effective upon the date that Buyer records the Grant Deed from the State of California to the Buyer for the Real Property ("**Termination Date**"), whereupon the terms of the JOA shall no longer have any force or effect, except for any term of the JOA that is intended to survive the termination of the JOA, including, without limitation, Shared Cost obligations that arise prior to the Termination Date and indemnification obligations, if any.
4. The net proceeds from the sale of the Real Property shall be distributed as follows:
  - a. 12.4% of the net proceeds shall be distributed to the County of Kings.
  - b. 87.6% of the net proceeds shall be distributed to the Judicial Council of California.

The "net proceeds" for the purposes of this section is the actual amount received by the Judicial Council from escrow for the Real Property after deducting all costs and fees paid in or through escrow by the Judicial Council as part of the sale of the Real Property.

5. The County shall continue to be obligated to make the County Facilities Payment associated with the Court Facility pursuant to Government Code sections 70351 et seq. notwithstanding the Termination of the JOA for the Court Facility.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

**IN WITNESS WHEREOF**, this Termination has been executed as of the day and year first above written.

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

**JUDICIAL COUNCIL OF CALIFORNIA**

By: \_\_\_\_\_  
Name: Kenneth S. Levy  
Title: Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Stephen Saddler  
Title: Manager, Contracts  
Date: \_\_\_\_\_

ATTEST:

**COUNTY OF KINGS, a political  
subdivision of the State of California**

\_\_\_\_\_, Clerk of the Board

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT 1

### LEGAL DESCRIPTION OF THE REAL PROPERTY

The land referred to herein below is situated in the County of Kings, State of California, and is described as follows:

#### PARCEL 1:

Lot 34 in Block 24 of Corcoran, in the City of Corcoran, County of Kings, State of California, as per map recorded in Book 1 at Page 85 of Licensed Surveyor Plats, Kings County Records.

Together with that portion of the East half of that part of an alley lying between Chase and Chittenden Avenues and extending 350 feet South from the South line of Hanna Avenue to the intersecting alley running East and West connecting said Chase and Chittenden Avenue and lying immediately adjacent to and West of Lot 34 in said Block 24 as vacated by that certain Resolution No. 841, a certified copy of which was recorded on November 10, 1976, in Book 1080, Official Records, Page 801 as Document No. 13154.

#### PARCEL 2:

Lots 35 thru 40 in Block 24 of Corcoran, in the City of Corcoran, County of Kings, State of California, as per map recorded in Book 1 at Page 85 of Licensed Surveyor Plats, Kings County Records.

Together with that portion of the East half of that part of an alley lying between Chase and Chittenden Avenues and extending 350 feet South from the South line Hanna Avenue to the intersecting alley running East and West connecting said Chase and Chittenden Avenue and lying immediately adjacent to and West of Lots 35 through 40, both inclusive, in said Block 24 as vacated by that certain Resolution No. 841, a certified copy of which was recorded on November 10, 1976 in Book 1080, Official Records, Page 801 as Document No. 13154.

APN: 030-213-008