



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.

Amended Agenda

January 8, 2019

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

Board Members: Joe Neves (District 1) **Staff:** Rebecca Campbell, County Administrative Officer
Richard Valle (District 2) David Prentice, Interim County Counsel
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 OATHS OF OFFICE**
Administer oaths of office to re-elected Kings County Supervisors: District 1 – Joe Neves, District 3- Doug Verboon and District 4 – Craig Pedersen.

Administer oaths of office to re-elected Kings County Assessor/Clerk-Recorder, Kristine Lee and Kings County District Attorney, Keith Fagundes.
- III 9:05 AM BOARD REORGANIZATION**
Clerk of the Board/Chairman of the Board
A. The office of Chairman of the Board of Supervisors is declared vacant and a call for nominations is made.
B. The office of Vice-Chairman of the Board of Supervisors is declared vacant and a call for nominations is made.

ADJOURN AS THE BOARD OF SUPERVISORS
- IV 9:10 AM CONVENE AS THE KINGS COUNTY PUBLIC FINANCING AUTHORITY**
The offices of Chairman and Vice-Chairman of the Kings County Public Financing Authority are declared vacant and a call for nominations is made.

ADJOURN AS THE KINGS COUNTY PUBLIC FINANCING AUTHORITY
- V 9:15 AM CONVENE AS THE BOARD OF EQUALIZATION**
The offices of Chairman and Vice-Chairman of the Board of Equalization are declared vacant and call for nominations is made.

ADJOURN AS THE BOARD OF EQUALIZATION

RECONVENE AS THE BOARD OF SUPERVISORS

VI 9:20 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.

VII 9:25 AM CONSENT CALENDAR

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

A. **Approval of the Minutes: December 18, 2018**

B. **Agriculture Department:**

1. Consider authorizing the Chairman to sign a Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program effective October 1, 2018 to September 30, 2019.
2. Consider authorizing the Chairman and the Agricultural Commissioner to sign a Memorandum of Understanding with the California Department of Food and Agriculture for the County's Seed Law Enforcement Program for Fiscal Year 2018-2019 and authorizing the Agricultural Commissioner to sign future invoices for reimbursement of costs association with the program.

C. **County Counsel:**

1. Consider making one appointment to Tulare Lake Reclamation District #761 in order to reestablish a quorum.
2. Consider approving the transfer of Kings County People's Ditch water stock to the Kings County Water District.

D. **Assessor/Clerk-Recorder/Elections:**

Consider adopting a Resolution authorizing the Chairman to sign the Agreement for Help American Vote Act Funds and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

E. **Assessor/Clerk-Recorder**

Department of Finance:

Consider authorizing the Assessor/Clerk-Recorder and Finance Director to sign an updated Agreement with ParcelQuest for property database access and mapping for the Assessor/Clerk-Recorder and Department of Finance.

VIII 9:30 AM REGULAR AGENDA ITEMS

9:30 AM A. **Department of Finance – Jim Erb**

1. Consider adopting a Resolution delegating investment authority to the Director of Finance, effective January 1, 2019 to December 31, 2019.
2. Consider approving the 2019 Director of Finance's Statement of Investment Policy.

9:35 AM B. **Human Resources – Leslie McCormick Wilson**

Consider authorizing the Chairman to sign a one- year contract extension with MassMutual for the County's Deferred Compensation Plan effective January 30, 2019 through January 31, 2020.

9:40 AM C. **Human Services Agency – Sanja Bugay Child Abuse Prevention Coordinating Council**

Consider accepting the donation of \$1,453 from the Kings County Board of Realtors for the Lisa Project.

9:45 AM 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).

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

IX 9:50AM E. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [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)]
- ◆ **Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9(d)(2)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employee Performance Evaluation:
Title: County Counsel

X F. ADJOURNMENT

The next regularly scheduled meeting is scheduled for January 15, 2019, at 9:00 a.m.

XI 11:00 AM G. CALIFORNIA PUBLIC FINANCE AUTHORITY- REGULAR MEETING CANCELLED

FUTURE MEETINGS AND EVENTS

January 15	9:00 AM	Regular Meeting
January 22	9:00 AM	Regular Meeting Cancelled due to observance of Martin Luther King Day on January 21, 2019
January 22	1:30 PM	Kings In-Home Supportive Services Board Regular Meeting Cancelled
January 29	9:00 AM	Regular Meeting
January 29	11:00 AM	California Public Finance Authority 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 December 18, 2018

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

Chairman:	Richard Valle	(District 2)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Joe Neves	(District 1)		Juliana Gmur, Assistant County Counsel
Board Members:	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 – Richard Valle - Chairman
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

II B 2

UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.

Clay Smith, Fire Chief recognized Steve Alonzo who is retiring from Kings County Fire Department after 28 years of service. He also announced the Josh Cunningham has been promoted to Training Battalion Chief as of January 14, 2019.

Supervisor Neves presented Steve Alonzo with a certificate from the Board of Supervisors.

Carolyn Hudgins, Kings County Black History committee member, invited the Board and anyone in the audience to attend the Black History Month event on February 23, 2019 at the Hanford Civic Auditorium.

Supervisor Valle introduced Santa Rosa Rancheria Tribal Council Vice-Chairman, Manuel Alanis and Santa Rosa Rancheria Tribal Administrator, Leland Mcghee and thanked them for attending today.

III B 3

EMPLOYEE RECOGNITION – Rebecca Campbell/Kevin McAlister

Presentation to Ja'Nette Scaife, Office Assistant III, Public Works, for being selected as Outstanding Employee of the 4th Quarter, 2018.
INFORMATION ONLY – NOA

IV B 4

CONSENT CALENDAR

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

A. Approval of the Minutes: December 11, 2018

B. Department of Child Support Services:

Consider authorizing out of state travel for Barbi Brokhoff, Director of Child Support Services, to attend the 2019 National Child Support Enforcement Association Policy Forum and Training Conference in Washington, D.C., from February 6-10, 2019.

C. County Counsel:

1. Consider adopting a Resolution authorizing the Armona Union Elementary School District to sell bonds directly and authorizing the Director of Finance to maintain taxes on the tax roll.

[Reso 18-072]

2. Consider making two appointments to the Stratford Public Utility District in lieu of election.

D. Community Development Agency:

Consider authorizing the Chairman to sign an Agreement with Labor Consultants of California to provide administrative subcontractor services for labor compliance related to the 2016 Community Development Block Grant Kings County Americans with Disabilities Act Improvement Project.

[Agmt 18-113]

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

V

REGULAR AGENDA ITEMS

B 5

A. Administration- Rebecca Campbell

Kings County Office of Education – Andrea Perez

Discuss the 2018-2019 Final Williams Report, the “State of the Schools” annual report, for Kings County.

INFORMATION ONLY - NOA

B 6

B. Behavioral Health Department – Lisa Lewis/Unchong Parry

Consider authorizing the Behavioral Health Department to submit a formal spending plan to utilize the existing, Mental Health Service Act Prevention and Early Intervention funding in Fiscal Year 2018-2019 to the Department of Health Care Services to avoid funds being reverted back to the State.

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

B 7

C. County Counsel – Juliana Gmur

Consider adopting a revised Conflict of Interest Code for County Departments for 2019.

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

B 8

D. Department of Finance – Anthony Loza

1. Consider approving the request to sell tax-defaulted property subject to the power of sale at public internet auction and the authorization and report of sales which lists properties, authorizing the Assistant Director of Finance to reduce the minimum bid price if no bids are received during the initial auction, and approving the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with parties of interest notification.

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

2. Consider approving the request to sell tax-defaulted property subject to the power of sale at sealed bid sale and the authorization and report of sales which lists properties, authorizing the Assistant Director of Finance to reduce the minimum bid price if no bids are received during the initial auction, and approving the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with parties of interest notification.

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

- B 9 E. Human Resources Department – Leslie McCormick Wilson/Carolyn Leist**
Consider approving a new job specification for the Behavioral Health Services Assistant I/II classifications and set the salary for Level I at Range 146.5 (\$2,581-\$3,151 monthly) and Level II at Range 156.5 (\$2,851-\$3481 monthly).
ACTION: APPROVED AS PRESENTED (DV/JN/RF/CP/RV-Aye)
- B 10 F. Human Services Agency – Sanja Bugay/Wendy Osikafo**
Consider making one appointment and two reappointments to the Kings In-Home Supportive Services (IHSS) Advisory Committee.
ACTION: APPROVED AS PRESENTED (DV/RF/JN/CP/RV-Aye)
- B 11 G. Public Works Department – Kevin McAlister/Dominic Tyburski**
1. Consider rescinding the contract awarded to Machado & Sons, Inc. on October 30, 2018, approving the revised plans and specifications of the Community Development Block Grant – Kings County Americans with Disabilities Act Transition Plan Improvements and authorizing the Public Works Department to re-advertise the project for construction and request proposals for construction staking.
ACTION: APPROVED AS PRESENTED (RF/DV/JN/CP/RV-Aye)
2. Consider authorizing the Chairman to sign the Joint Management Agreement and the Covenant of Purpose, Use of Ownership with the City of Hanford for the Houston Avenue and 9th Avenue Sewer Trunk Main Improvement Project. [Agmt 18-114]
ACTION: APPROVED AS PRESENTED (DV/CP/JN/RF/RV-Aye)
- B 12 H. Sheriff's Office – David Robinson**
Consider authorizing the advanced step hire of John Daulton as a Deputy Sheriff II at Salary Range 209.0, Step 5.
ACTION: APPROVED AS PRESENTED (RF/DV/JN/CP/RV-Aye)
- B 13 I. Administration – Rebecca Campbell/Roger Bradley**
1. Consider authorizing the Behavioral Health Agency Director to prepare an amendment to the existing Agreement with the Kings County Commission on Aging for Fiscal Year 2018-2019 in an amount not to exceed \$68,241.
ACTION: APPROVED AS PRESENTED (RF/DV/JN/CP/RV-Aye)
2. Consider reappointing members to multiple commissions and advisory boards.
ACTION: APPROVED AS PRESENTED (JN/RF/DV/CP/RV-Aye)
3. Consider authorizing the Chairman to sign an Agreement with Prentice, Long, & Epperson for general counsel services and the assignment of Mr. David A. Prentice as Interim County Counsel. [Agmt 18-115]
ACTION: APPROVED AS PRESENTED (CP/DV/JN/RF/RV-Aye)
4. Consider authorizing the Chairman to sign a letter expressing support of the application seeking acceptance of title to ten acres of property “in trust” for the Santa Rosa Indian Community of the Santa Rosa Rancheria, California.
ACTION: APPROVED AS PRESENTED (JN/RF/DV/CP/RV-Aye)
5. Consider authorizing the Chairman to sign a letter of support for the new North American Trade pact, the United-States-Mexico-Canada Agreement.
ACTION: APPROVED AS PRESENTED (RF/CP/JN/DV/RV-Aye)

VI B 14 J. 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 has been attending Christmas parties and stated that his three children are all home from college.

Supervisor Verboon stated that he has been attending Christmas parties, attended the Child Support Services breakfast on December 14, 2018 and thanked Supervisor Valle for a good year as being Chairman.

Supervisor Neves stated that he attended the Lemoore Chamber luncheon on December 12, 2018, attended the CalVans meeting on December 13, 2018, attended the Child Support Services breakfast on December 14, 2018, continues to do Santa visits, announced basketball games at Lemoore High School, presented proclamations at Pat Guyer's retirement on December 17, 2018 and Jody McCrone's retirement on December 19, 2018 both from Human Services Agency, and thanked Supervisor Valle for his time as Chairman in 2018.

Supervisor Valle thanked everyone for his year as Chairman in 2018 and said it was a pleasure serving the County in that capacity. He presented each of the Board members with a gift.

- ◆ **Board Correspondence: None**
- ◆ **Upcoming Events: Rebecca Campbell stated that throughout the month of December the Human Services Agency Adult Protective Services will hold a blanket drive, and Kings County Child Support Services is holding a slipper socks drive until December 19, 2018. She stated that the Black History Month event will be held on February 23, 2019 at the Hanford Civic Auditorium.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated that the following items would be on a future agenda: Appointments of trustees to the Tulare Lake Reclamation District #761, Kings County Regional Active Transportation Plan, Agreement extension with Mass Mutual and with NFP for the Deferred Compensation Plan.**

VII B 15 K. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
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- ◆ **Deciding to initiate litigation.** 3 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Conference with Real Property Negotiator** [Govt. Code Section 54956.8]
Property: APNs 010-310-049, 010-310-035, 010-310-052
Negotiating Parties: Rebecca Campbell for County
Under Negotiation: Terms and conditions of potential purchase.
REPORT OUT: Rebecca Campbell stated that the Board took no reportable action in closed session today.

VIII L. ADJOURNMENT

The next regularly scheduled meeting is scheduled for Tuesday, January 9, 2018, at 9:00 a.m. **The December 25, 2018 and January 1, 2019 meetings have been cancelled due to the holiday closure of county offices. County offices will close on Friday, December 21, 2018 at 5:00 p.m. and will reopen at 8:00 a.m. on Wednesday, January 2, 2019.**

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

FUTURE MEETINGS AND EVENTS

December 24- January 1	--	County offices closed in observance of Christmas & New Year's/Holiday closure
December 25	--	Regular meeting cancelled due to Holiday closure
December 25	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting Cancelled
December 25	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting Cancelled
January 1	--	Regular meeting cancelled due to Holiday closure
January 8	9:00 AM	Regular Meeting/Board Reorganization
January 15	9:00 AM	Regular Meeting
January 22	9:00 AM	Regular Meeting Cancelled due to observance of Martin Luther King Day on January 21, 2019

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 January 8, 2019

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrumpf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S ASIAN CITRUS PSYLLID DETECTION PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner–Sealer provides services in cooperation with the California Department of Food and Agriculture for detection and trapping of the Asian Citrus Psyllid. This agreement continues the County's Asian Citrus Psyllid Detection Program from Kings County Agreement Number 17-0428-SF, which expired on September 30, 2018.

Recommendation:

Authorize the Chairman to sign a Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program.

Fiscal Impact:

Revenues of \$98,117 for this program are included in the FY 2018-2019 adopted budget, in Budget Unit 260000, Account 81512000 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner deploys and services insect traps according to State protocols established by this agreement to protect Kings County agriculture and the public from the introduction of the Asian Citrus Psyllid, a vector of Huanglongbing, a devastating disease of citrus. The term of this agreement is from October 1, 2018 through September 30, 2019.

The 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 _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 8, 2019

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S ASIAN CITRUS PSYLLID DETECTION PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner–Sealer provides services in cooperation with the California Department of Food and Agriculture for detection and trapping of the Asian Citrus Psyllid. This agreement continues the County's Asian Citrus Psyllid Detection Program from Kings County Agreement Number 17-0428-SF, which expired on September 30, 2018.

Recommendation:

Authorize the Chairman to sign a Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program.

Fiscal Impact:

Revenues of \$98,117 for this program are included in the FY 2018-2019 adopted budget, in Budget Unit 260000, Account 81512000 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner deploys and services insect traps according to State protocols established by this agreement to protect Kings County agriculture and the public from the introduction of the Asian Citrus Psyllid, a vector of Huanglongbing, a devastating disease of citrus. The term of this agreement is from October 1, 2018 through September 30, 2019.

The 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 _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 8, 2019

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S SEED LAW ENFORCEMENT PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner cooperates with the California Department of Food and Agriculture to provide reimbursable seed law enforcement inspections in Kings County.

Recommendation:

1. Authorize the Chairman and the Agricultural Commissioner to sign the Memorandum of Understanding with the California Department of Food and Agriculture for the County's Seed Law Enforcement Program for Fiscal Year 2018-2019; and
2. Authorize the Agricultural Commissioner to sign future invoices with the California Department of Food and Agriculture for reimbursement of costs associated with the County's Seed Law Enforcement Program for Fiscal Year 2018-2019.

Fiscal Impact:

Revenues of \$4,819 for this program are included in the Fiscal Year 2018-2019 adopted budget, in Budget Unit 260000, Account 8151200 (State Aid-Agriculture).

BACKGROUND:

This memorandum of understanding (MOU) is intended to reimburse the County for providing inspection services for the purpose of enforcement of the California Seed Law. The intent of the law is to ensure that agricultural and vegetable seed sold in California is properly labeled as to identity and quality of the seed.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S SEED LAW ENFORCEMENT PROGRAM

January 8, 2019

Page 2 of 2

Counties entering into a cooperative agreement with the Department of Food and Agriculture agree to monitor seed operations offering agricultural and vegetable seed for sale in their county. This is an ongoing program. Reimbursement is prorated and dependent upon volume of seed and workload of the counties.

The MOU has been reviewed and approved by County Counsel.

**CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2018 - June 30, 2019**

County: Kings

MOU Ref No: 18-sd16

As provided by section 52323 of the Food and Agricultural Code (FAC), this Memorandum of Understanding establishes an annual cooperative agreement for enforcement of the California Seed Law between the Agricultural Commissioner and the California Department of Agriculture (CDFA). Per section 52325, the Agricultural Commissioner agrees to maintain a compliance level on all seed in the county so that the statewide compliance is not less than eighty-five percent. In addition, the Agricultural Commissioner agrees to submit monthly reports of enforcement activities to CDFA so that CDFA can measure fulfillment of the terms of this MOU and monitor compliance to the seed law.

Upon completion of the renewal cycle for firms obtaining authorization to sell seed, the Seed Services Program of CDFA will provide each Commissioner with a list of firms authorized to sell seed in their county. Each firm will be assigned units-of-activity for enforcement. Commissioners may request modification to the proposed units of activity and to the list of firms, or may simply accept the list. If new firms are discovered during the period of this MOU, the Commissioner may request that said firm(s) be added to the list and an appropriate amount of units of activity for enforcement be assigned. Commissioners may not request additions to their list after April 15th of the fiscal year for which the MOU is intended.

In the event that CDFA requests county staff to attend seed sampler training, the Commissioner may request reimbursement of expenses incurred from participation at sampler training sponsored by the CDFA Seed Services Program. All requests for reimbursement will be submitted as itemized invoices within 45 days of attendance at the sampler training. Such requests will be in accordance with the guidelines for travel expense claims in the requesting county. Requests for said reimbursements will be paid by the Seed Services Program within 60 days of receipt and from the \$120,000 aggregate amount allotted by section 52323 for seed subvention to counties. Reimbursements for the cost of attendance at training will be paid before the remaining amount left from the original \$120,000 is apportioned to participating counties.

Upon successful completion of the terms in this MOU, (a) counties with no registered seed labelers may receive one hundred dollars (\$100) and (b) counties with registered seed labelers shall receive payments based upon their units of enforcement activity reported during the period of this MOU. **All enforcement activities must be reported by October 15th of the fiscal year following the stated period of this MOU.** If a county fails to submit a monthly report by October 15th of the year following the period of this MOU, CDFA will assume there were no enforcement activities to report for that month and will total the statewide units of enforcement activity (FAC 52324). The rate of compensation per unit of enforcement activity shall be established by dividing the total statewide units of activity into \$120,000 minus the amount required for payments of \$100 to counties with no registered labelers. The Commissioner agrees that failure to submit monthly Report 6s by October 15th will affect the overall rate of compensation per unit of enforcement activity and will concomitantly affect the amount of proposed payment to the Commissioner's county.

Once the rate per unit of activity has been determined, CDFA will send a summary of work completed and proposed payment to each county. The County Agricultural Commissioner or authorized Deputy Agricultural Commissioner must sign the proposed payment and return it to CDFA – Seed Services Program, at which time it will become a signed invoice requesting payment per statute (FAC 52323-52325). If the proposed payment is not received by the CDFA Seed Services Program within 45 days of arrival at the county, CDFA will assume that the county agrees with the proposed payment and will make payment per statute at the amount indicated in the proposed payment. CDFA will make payment in the fiscal year following the year of enforcement activity (FAC 52323).

The following performance standards must be met in order to receive the annual apportionment:

**CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2018 - June 30, 2019**

County: Kings

MOU Ref No: 18-sd16

PERFORMANCE STANDARDS

1. Inspection of premises and seed lots - One (1) or more inspections of each registered seed firm or distribution center on the County's Units of Activity List will be conducted. A list of all inspections completed and the dates of inspection will be maintained by the county for two years after the fiscal year. A tally of completed inspections will be reported each month on the Report 6 form and submitted to the Seed Services Program of CDFA. Failure to perform an assigned premises inspection will result in a loss of compensation equivalent to three assigned label evaluations.
2. Label Evaluations – Each label from unique seed lots of firms on the county's list will be evaluated as a unit of activity and assigned a base rate of compensation per label. Quantities of labels evaluated beyond the number indicated on the units of activity list, may be assigned a lesser rate of compensation per label. Labels will be evaluated for compliance to the California Seed Law (CSL) and relevant portions of the Federal Seed Act (FSA). Violations of the CSL or FSA will be reported immediately to the Seed Services Program.
3. Commissioners that participate on Investigative Committees for seed complaints may claim up to nine units of activity for each seed complaint Investigative Committee they participated on.
4. Label Evaluation priority and limits- In order to assist the seed industry in achieving and maintaining compliance with the California Seed Law, the following priorities have been developed for the Agricultural Commissioner. The limits indicated are relevant to extra labels that might be evaluated by a county.
 - a) Agricultural and vegetable seed grown, conditioned, packaged, or repackaged at local operations.
 - b) Agricultural and vegetable seed of kinds utilized by farm plantings within the County.
 - c) Grass (lawn) seed kinds are limited annually to not more than fifteen (15) labels from any one Distribution Center, and not more than five (5) labels of grass seed offered for sale by retail merchants for nonfarm use.
 - d) Agricultural, vegetable and grass seed labels on seed identified in 008 Border Inspection Reports will count as extra labels evaluated unless they are counted towards the required amounts on the units of activity list. See Report 6 instructions for proper reporting of labels related to 008 Inspections.
 - e) Stop-sales may be issued on seed containers labeled incorrectly or incompletely at inspection time. Stop-sales are encouraged on seed labeled by firms not authorized to sell seed in California.

This Memorandum of Understanding must be signed and returned to the Department within 45 days of receipt and shall continue to, and terminate on, the 30th day of June, 2019.

Secretary, or his/her representative
Department of Food and Agriculture

Agricultural Commissioner,
Kings County

By _____

By _____

Date _____

Date _____

CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2018 - June 30, 2019

County: Kings

MOU Ref No: 18-sd16

Additional endorsements/approvals if needed.

County of Kings:

By _____

Date _____

Title: _____

County of Kings:

By _____

Date _____

Title: _____

County of Kings:

By _____

Date _____

Title: _____

County of Kings:

By _____

Date _____

Title: _____

Signed copies should be sent to:

California Dept. of Food and Agriculture
Attn: Brenda Lanini - Seed Services Program
1220 N Street, Suite 344
Sacramento, CA 95814

Important: Do NOT send to CDFA Contracts. These are MOUs per statutory authority. They may get lost if you send them to CDFA Contracts.

Thank you

The following list was generated from a database of firms authorized to sell seed in your county during the present fiscal year. This list was compared to last year's list but there may be corrections, deletions, or additions that you would like to make. Please review the list and make corrections on this form and return a copy to the Seed Services Program. If no changes are sent to the Seed Services Program, this list will serve as the benchmark to determine your county's performance and subsequent apportionment of seed subvention funds for the contracted fiscal year. You may wish to contact firms that did not renew so you can recapture those units.

Firm	Location	Type	No. of Seed Lots to Eval.	No. of Premises Inspections	Please Note
Barkley Seed/Crisp Warehouse	Lemoore	Labeler	3	1	
CalArco, Inc	Corcoran	Labeler	3	1	
Clarence Lima Seeds	Lemoore	Eval	0	0	5th year eval req.
Crop Production Services	Lemoore	Eval	3	1	DBA of LPI - Formerly Evangelho Seed Location
Evangelho Seed Company Inc.	Lemoore	Eval	0	0	5th yr eval req.
Helena Chemicals - Hanford	Hanford	Labeler	3	1	
JC Diversified Enterprises Inc	Stratford	Labeler	3	1	
JG Boswell Company	Corcoran	Labeler	12	1	
Olam West Coast, Inc	Hanford	Eval	0	0	4rd yr request eval.
Simplot (formerly Britz)	Hanford	Eval	0	0	HQ in Fresno. Need pics of labels
Stacy Seeds	Kettleman City	RLblaos	0	0	
Zanola Bill B	Stratford	Labeler	6	1	

FIRM = Facility registered to label and or sell seed, or a major distribution center.

TYPE = Types of seed operations are as follows:

Labeler - attaches label and offers seed for sale in California

Dealer - sells seed but does not attach his or her own label.

Distribution Center - receives seed from an out-of-state registered labeler and distributes to local retail outlets.

RLblaos - registered labeler but limited amount of seed.

Conditioner - only cleans or conditions seed. Does not label or sell seed.

NE - nursery exempt. Authorized to sell seed under nursery license.

18/19 PROPOSED PERFORMANCE STANDARDS FOR KINGS COUNTY

Number of unique seed lots that must have labels evaluated* 33
Number of premises inspections to conduct* 7

Note: Your MOU for last year had:

*33 unique labels to evaluate
7 premises to inspect*

Payment for the proposed work will be made in FY 19-20 and will be calculated using the reported units of activity. A reduction in assigned or reported units of activity may result in a reduction in payment. For points of reference, your county was paid the following amounts for seed-law work in recent years.*

<i>Payment for work in FY 13-14 was</i>	<i>\$4,818.48</i>	<i>Payment for work in FY 15-16 was</i>	<i>\$4,895.43</i>
<i>Payment for work in FY 14-15 was</i>	<i>\$4,839.65</i>	<i>Payment for work in FY 16-17 was</i>	<i>\$5,084.06</i>

**Work performed in 18-19 will be tallied after Oct. 2019 and payment will be made in FY 19-20 per statute.*

FIRM = Facility registered to label and or sell seed, or a major distribution center.
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NE - nursery exempt. Authorized to sell seed under nursery license.

NOTE: You may not need a resolution from your County Board of Supervisors to sign the MOU with Seed Services.

State Administrative Manual (SAM) - Chapter 1200

1208 AUTHORIZATION OF AGREEMENTS (Revised 09/05)

1. **State Departments—Authorized Signatures**

2. **Local Governmental Entities—Authority**

- a. Purchase documents to be signed by a county, city, district or other local public body must be authorized by a resolution, order, motion or ordinance for the purchase document. A copy of the authorization should be sent to DGS/OLS with the purchase document.
- b. **Where performance by the local governmental entity will be complete prior to any payment by the state a resolution is not needed.** Such instances are usually one time events such as a room rental.

1215 EXEMPTION FROM APPROVAL BY THE DEPARTMENT OF GENERAL SERVICES (Revised 8/01)

1. All contracts must conform to the requirements for contracts as stated in statutes, regulations, and policy.
2. The law requires all contracts to be approved by DGS unless exempted or there is a delegation to an agency.
3. All contracts and interagency agreements are subject to approval by DGS except:
 - a. Contracts of \$35,000 or less, unless subject to the provisions of SAM Section 1216. See Government Code Section 14616.
 - b. Interagency agreements less than \$50,000 unless subject to the provisions of SAM Section 1216. See Government Code Section 14616.
 - c. Contracts with specific statutory exemption from DGS approval. See Public Contract Code (PCC) Section 10295.
 - d. Amendment to a contract or interagency agreements that only extends the time for completion of performance for a period of one year or less. A contract may only be amended once under this exemption. See PCC 10335.
 - e. Any contract for which the agency has a specific exemption letter from DGS under Government Code Section 14616, or PCC Section 10351.
4. Considerations Related to Exempt Contracts
 - a. No contract which exceeds \$75,000 will be exempt from DGS review, without specific statutory authority.
 - b. A copy of each exempt contract or interagency agreement is to be retained in the agency's file for three years from the date of the final payment.
 - c. Where the performance is other than monetary, such consideration must be valued on a monetary basis for the purpose of determining whether approval of DGS is required.
 - d. Any state agency that enters into or expects to enter into more than one consulting services contract with the same individual, business firm, or corporation within a 12-month period for an aggregate amount of twelve thousand five hundred dollars (\$12,500) or more, shall notify DGS in writing and shall have each contract that exceeds an aggregate amount of twelve thousand five hundred dollars (\$12,500) approved by DGS.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 8, 2019

SUBMITTED BY: County Counsel - David Prentice/Diane Walker Freeman

SUBJECT: APPOINTMENT OF TRUSTEES TO THE TULARE LAKE
RECLAMATION DISTRICT #761

SUMMARY:

Overview:

Pursuant to Government Code section 1780(h)(1), the Kings County Board of Supervisors has the authority to fill the vacancies of elective offices by appointment when the asking entity lacks a quorum to conduct business.

Recommendation:

Appoint Steve Jackson as a Director of the Tulare Lake Reclamation District #761 in order to reestablish a quorum.

Fiscal Impact:

None.

BACKGROUND:

The Board of Directors of the Tulare Lake Reclamation District #761 ("District") is requesting the appointment of one director to ensure a quorum to conduct business. The District currently has three vacancies. Under the provisions of Government Code section 1780(h)(1), if the number of members of a district board falls below a quorum, then at the request of the district board, the appropriate city council or county board of supervisors shall promptly appoint a person to fill the vacancy or may call an election to fill the vacancy. As the District is primarily in Kings County, the Kings County Board of Supervisors is the appropriate appointing entity. The District requests your Board of Supervisors appoint Steve Jackson as a director of the Tulare Lake Reclamation District #761 for a term ending in 2021. The District plans to conduct a special election to fill the remaining two vacancies.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 8, 2019

SUBMITTED BY: County Counsel – David Prentice/Diane Walker Freeman

SUBJECT: LEASE WITH KINGS COUNTY WATER DISTRICT

SUMMARY:

Overview:

Authorize the transfer of Kings County People's Ditch water stock to the Kings County Water District for the 2019 water season.

Recommendation:

Approve the transfer of Kings County People's Ditch water stock to the Kings County Water District.

Fiscal Impact:

The lease generates revenue to the General Fund within Budget Unit 110900 in the rents and concessions line item account. Funding was included in the County Budget for fiscal years 2016-2017, 2017-2018, 2018-2019 and is proposed to be included in the County Budget for Fiscal Year 2019-2020. The lease conditions are that the County receive the greater of \$80.00 per acre (the floor), or what the KCWD offers other owners for the stock, if higher. Additionally, KCWD must pay any assessments levied by People's Ditch on its stockholders that exceeds \$480 (\$12.00 per acre), thereby guaranteeing a no-loss situation for the County.

BACKGROUND:

Kings County owns 40 acres of water stock in People's Ditch Company. Since 1984, the County has been leasing the stock on a two or three year term to the Kings County Water District ("KCWD"). The most recent lease, Kings County Lease Agreement no. 267, became effective on January 11, 2017, and expires on January 10, 2020. In accordance with the terms of the lease, the County shall annually execute a People's

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

LEASE WITH KINGS COUNTY WATER DISTRICT

January 8, 2019

Page 2 of 2

Ditch Order for Transfer of Water form in favor of the KCWD. The KCWD then places the water in a pool that becomes available to growers within its service area and requires the water to be used within its service area.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 8, 2019

SUBMITTED BY: Assessor/Clerk-Recorder/Elections – Kristine Lee
SUBJECT: RESOLUTION FOR HELP AMERICA VOTE ACT FUNDING
SUMMARY:

Overview:

Counties wishing to receive Help America Vote Act (HAVA) Section 101 grant funds for a HAVA Polling Place Accessibility Training Program must submit a signed application and authorizing documentation from the Board of Supervisors.

Recommendation:

- 1. Adopt a Resolution authorizing the Chairman to sign the Agreement for Help America Vote Act funds; and**
- 2. Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer form (4/5th vote required).**

Fiscal Impact:

The County's maximum allocation for the HAVA grant is \$25,000. Approved expenses, listed in Exhibit A of the Standard Agreement, will be verified by the Secretary of State's Office and reimbursement will be authorized. The Elections Office is in current need of additional voting booths, which will be compliant with the American Disabilities Act (ADA), as well as has a need for signs and staff ADA training. A budget allocation for these expenses was not included in the current budget as the State had not proposed the funding. Therefore, a budget appropriation of \$25,000 is proposed to be added to the budgeted expenditures and revenues for the Elections Division, Budget Unit 155000.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF APPROVIING
THE APPLICATION FOR FUNDING
UNDER THE HAVA POLLING PLACE
ACCESSIBILITY TRAINING PROGRAM /

RESOLUTION NO. _____

WHEREAS, the Federal Government has approved funding for a grant program to provide funds to local governments to assist in compliance with the Help America Vote Act (“HAVA”) accessibility requirements; and

WHEREAS, the Secretary of State of the State of California has been delegated the responsibility for the administration of the HAVA program funds and for setting up necessary procedures to implement the program; and

WHEREAS, said procedures established by the Secretary of State require the County to certify by resolution the approval of the application before submission of said application to the Secretary of State; and

WHEREAS, the County will enter into an agreement with the State of California for the HAVA grant funding.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Board hereby approves the filing of an application for funding assistance under the “HAVA Section 101 for the improvement of the administration of elections”.
2. The Board certifies that the County understands and agrees to the assurances and certification in the application form and in the Standard Agreement to be entered into with the Secretary of State.
3. The Board certifies the County has reviewed, understands and agrees to the General Provisions contained in the Funding Agreement shown in the Funding Application and Procedural Guides.
4. The Board appoints the Kings County Chief Elections Officer or her designee as agent to conduct all negotiations and to execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.
5. The Registrar of Voters is authorized to execute the Standard Agreement, Agreement Number 18G26116.

The foregoing resolution was adopted upon motion by Supervisor _____,
seconded by Supervisor _____ at a regular meeting held on the ____ day of
_____, 2019, by the following vote:

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

Richard Valle, Chairperson, Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2019.

Catherine Venturella
Clerk of said Board of Supervisors

Agenda Item

RESOLUTION FOR HELP AMERICA VOTE ACT FUNDING

January 8, 2019

Page 2 of 2

BACKGROUND:

On October 29, 2002, the President signed into law the Help America Vote Act of 2002 (P.L. 107-252) (HAVA). The legislation requires states and localities to meet uniform and nondiscriminatory election technology and administration requirements applicable to federal elections. The funding provided by this agreement is intended to assist the County in meeting the requirements of HAVA Section 101, which focuses on improvement of the administration of elections. The requirements for the current HAVA Grant Program cover: (1) accessibility training (2) staff salaries and benefits incurred for surveys of polling places and training to survey polling places, (3) enhance access to polling places for individuals with the full range of disabilities, (4) acquisition or deployment of remote accessible vote by mail system, and (5) supplies. The County is eligible for \$25,000 to increase service levels in these areas. The application for this funding is recommended to your Board for approval.

The contract has been reviewed and approved by County Counsel.

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18G26116

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Kings County

2. The term of this Agreement is:

START DATE

December 10, 2018 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:**\$ 25,000.00****Twenty-five thousand Dollars and Zero Cents****4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4 pages
Exhibit A-1	Polling Place Accessibility Surveyor Training Schedule	1 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	3 pages
Exhibit E	Additional Provisions	2 pages
Exhibit F	County Resolution	pages
Exhibit G	Contractor HAVA Activity Report	1 pages

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Kings County

CONTRACTOR BUSINESS ADDRESS

1400 W. Lacey Blvd.

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Shannon Kauffman

TITLE

Business Operations Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

Gov Code § 14616

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EXEMPTION, IF APPLICABLE

Gov Code § 14616

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Polling Place Accessibility Training Program."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of **Kings** ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 39.011, administered by the U. S. Elections Administration Commission (EAC) to comply with the requirements of HAVA Section 101 for the "improvement of the administration of elections", subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose

1. The program representatives during the term of Agreement will be:

For County: **Kristine Lee (559) 852-4401**

For State: **Kathy Chaney (916) 695-1657**

C. USES OF FUNDS

1. General Uses

Provided that the County has at least one County employee or agent attend one of the regional training sessions sponsored by the Secretary of State as noted in Exhibit A-1, any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

- 1) Reimbursement for travel expenses incurred after September 1, 2018, for staff to attend one of the Secretary of State training.
- 2) Reimbursement for staff salaries and benefits incurred after September 1, 2018, for accessibility surveys of polling places or for training staff to survey polling places.
- 3) Reimbursement for other expenses as provided below incurred after September 1, 2018, to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters. For these purposes, items included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the General Uses as set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:
- 4) Reimbursement for costs associated with the acquisition or deployment of remote accessible vote by mail system, which allows a voter with a disability to receive a blank ballot to mark electronically, print, and then cast by returning the printed ballot to the elections office.
- 5) Reimbursement for funds expended after September 1, 2018, assessment supplies or equipment and supplies as needed, including any of the items listed below:

**EXHIBIT A
(Standard Agreement)**

a. Assessing Accessibility

- 1) Tools to measure slope;
- 2) Tools to measure width, turning area, etc;
- 3) Calculators;
- 4) Survey kits;
- 5) Clipboards;
- 6) Tape measures;
- 7) Polling Place Inspectors/Surveyors;
- 8) Cameras;
- 9) Door pressure gauges;
- 10) Tablets used for conducting surveys¹.

b. Equipment and Activities to Improve Physical Accessibility

- 1) New accessible voting booths;
- 2) Retrofitting voting booths;
- 3) Tools or equipment to modify voting booths;
- 4) Retrofitting polling places for public buildings only, which must be a regularly used polling place;
- 5) Adapter "kits" or other materials to make a voting station accessible;
- 6) Signage (parking, directional, entrance, etc.);
- 7) Accessible tables;
- 8) Chairs (for seated voting);
- 9) Supports for accessibility signage;
- 10) Devices/Systems to alert poll workers that a voter is at the curb, door, or otherwise needs assistance;
- 11) Doorstops;
- 12) Lighting;
- 13) Low-vision pens;
- 14) Magnifying devices;
- 15) Mats or other materials to make the path of travel accessible;
- 16) Pen grips;
- 17) Temporary ramps (if wheel guides are not included, wheel guides may be purchased separately);
- 18) Temporary handrails;
- 19) Permanent handrails;
- 20) Threshold covers or mats;
- 21) Traffic cones or other materials to make parking temporarily accessible for voting;
- 22) Wedges;
- 23) Equipment for CD/DVD duplication;
- 24) Accessibility web site development costs;
- 25) Improving accessibility of web site.

c. Training Materials and Programs

- 1) Development, production, translation, and transcription into Braille of manuals, programs, posters, brochures, and other printed materials for training of poll workers or polling place inspectors;
- 2) Development, production, translation of video/DVD training materials;

¹ If the county proposes to use funds for this purpose, pre-approval by the Secretary of State is required. Further, county must adhere to requirements set forth in Exhibit E.

**EXHIBIT A
(Standard Agreement)**

- 3) Equipment necessary to use videos/DVDs in training of poll workers or polling place inspectors;
- 4) Stipends to compensate a trainer to train county poll worker trainers on issues specific to accessibility;
- 5) Poll worker training that is specific to accessibility and in addition to pre-existing training, or a modification/improvement of pre-existing training;
- 6) Disability or accessibility experts to make presentations at poll worker trainings.

d. Educational and Informational Materials

- 1) Development, production, translation, and transcription into Braille or into audio or CD/DVD format, of printed materials to educate or inform voters concerning polling place and voting accessibility;
- 2) Public advertising of information on accessibility of polling places and voting;
- 3) Mailers to disseminate information on services for persons with disabilities;
- 4) Translation of existing materials related to accessibility into required languages;
- 5) Reformatting and re-printing materials into "large-type";
- 6) Readability analysis to simplify informational or instructional materials;
- 7) Development of accessibility materials for county web site, or construction of a county web site for the purpose of providing information to the public on accessibility, if one does not already exist or making a current site accessible.

e. Remote Accessible Vote-by-Mail System (RAVBM)

- 1) Reimbursement for costs associated with the acquisition or deployment of remote accessible vote by mail system, which allows a voter with a disability to receive a blank ballot to mark electronically, print, and then cast by returning the printed ballot to the elections office.

Items Presumed to not be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole determiner of whether or not an expenditure is reimbursable.

- 1) Administrative costs;
- 2) Batteries;
- 3) Blackberries/Smartphones (hand held computers);
- 4) Braille business cards;
- 5) Cable TV;
- 6) Cassette players;
- 7) Cassette tapes (except those used for voter education);
- 8) Catering;
- 9) Computers;
- 10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- 11) Office supplies, including but not limited to paper, pens and post-it notes;
- 12) Concrete paving for parking lots and spaces;
- 13) Concrete ramps;
- 14) DREs /other voting equipment (can be purchased with other HAVA funds);
- 15) Emergency exit signs;
- 16) Facility rental;

**EXHIBIT A
(Standard Agreement)**

- 17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
- 18) Food;
- 19) Gas (except travel reimbursements²);
- 20) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
- 21) Invitations;
- 22) Laptops;
- 23) Tablet computers unless prior approval as a survey tool has been obtained from the granting agency;
- 23) Light bulbs;
- 24) Modifications to mobile voter education vehicle, unless that vehicle is used as a polling place;
- 25) Parking fees (except travel reimbursements for purposes listed in footnote 2)
- 26) Parking lot improvements;
- 27) Photographers;
- 28) Scanners;
- 29) Staff salaries of County employees not conducting one of the activities allowable;
- 30) Trailers;
- 31) Transportation to polling site;
- 32) Vehicles – purchase, rental, or operating expenses (except rental vehicles used for purposes listed in footnote 2)

If you have any questions about this polling place accessibility training grant, please feel free to contact Kathy Chaney (KC) at (916) 695-1657 or kchaney@sos.ca.gov.

² Travel reimbursements for: election officials performing accessibility assessments; consultants advising election officials on accessibility issues, poll worker training, or voter education; or trainers conducting poll worker training, voter education, or outreach activities.

Exhibit A-1

Polling Place Accessibility Surveyor Training Schedule

Los Angeles

Hosted by: Los Angeles County

Location: TBD

Dates	Times
February 5-6, 2019	9:00 am - 4:00 pm
February 12-13, 2019	9:00 am - 4:00 pm
February 26-27, 2019	9:00 am - 4:00 pm

Sacramento

Hosted by: Secretary of State - First Floor Multipurpose Room

Location: Secretary of State, 1500 11th Street, Sacramento, CA 95814

Dates	Times
March 13-14, 2019	9:00 am - 4:00 pm
March 20-21, 2019	9:00 am - 4:00 pm
May 1-2, 2019	9:00 am - 4:00 pm

Fresno

Hosted by: Fresno County

Location: 2221 Kern Street, Fresno, CA 93721

Dates	Times
April 17-18, 2019	9:00 am - 4:00 pm

Shasta

Hosted by: Shasta County

Location: 1643 Market Street, Redding, CA 96001

Dates	Times
April 24-25, 2019	9:00 am - 4:00 pm

If you have any questions about the training program or contract, please feel free to contact Kathryn (KC) Chaney at (916) 695-1657 or kchaney@sos.ca.gov.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

Invoices may be submitted via email to AccountsPayable@sos.ca.gov. Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal years 18/19, 19/20 and 20/21, as applicable, for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT B
(Standard Agreement)**

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. Maximum Amount of HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to Agreement, more than \$ **25,000.00**.

6. Failure to Properly Claim Maximum Amount of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph C ('Uses of Funds') of Exhibit A 'Scope of Work'.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph C of Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any contractor for which a claim is made for their time;
- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (8) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

**EXHIBIT B
(Standard Agreement)**

9. Application of OMB Circular A-87

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

10. Payments of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

11. Deadline for Submitting Claims

The deadline for submitting any claim under this program is August 2, 2021.

12. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

13. Documentation to be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

14. Order of Processing

Claims shall be processed by the Secretary of State in order of receipt.

15. Work Outside of The Scope of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC 04/2017) will be included in the agreement by reference to Internet site:
www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.401. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

EXHIBIT D
(Standard Agreement)

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA, for federal fiscal year 2018, 2019, and 2020.
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf;
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 251 of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

**EXHIBIT D
(Standard Agreement)**

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

- 1) No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- 2) No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- 3) No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- 4) No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- 5) The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- 6) No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- 7) No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

EXHIBIT E
(Standard Agreement)

- 8) No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- 9) No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- 10) An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- 11) Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

2. Tablet Criteria

- 1) The software and device must be capable of accurately recording all data necessary to assess polling place accessibility (i.e., all portions of the statewide guidelines and checklist used for surveying for polling place accessibility).
- 2) The software and device must be capable of transferring all data collected during polling place surveys to a medium where results can be aggregated for purposes of comparing potential polling places, and for purposes of analyzing data at the site level and countywide.
- 3) The devices used for housing software to capture data must be used only for the purposes of assessing polling place accessibility with exclusive use safeguarded by appropriate inventory policies and controls.
- 4) Polling place specific (site-level) survey results and aggregate survey results must be publicly available upon request.
- 5) A report on the program must be produced prior to reimbursement approval that provides certain information, including:
 - A. A description of the program.
 - B. Cost of the program, including staff training costs and any costs for data storage (e.g., EMS modification)
 - C. Amount of vendor support needed for the program's launch and the amount of ongoing support, if any
 - D. Increased productivity of the program, if any, measured by staff time, ease of data recall and analysis, and other relevant factors
 - E. Amount of additional ongoing support, if any, necessary to sustain the program (e.g., software licensing costs; upgrade costs; continued vendor support; device maintenance, etc.)

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

Exhibit G

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME		COMPANY NAME															Month/Year		HAVA Coordinator's Approval																		
Contract Number:		Location (Sacto/LA)																																			
HAVA ACTIVITY HOURS																				PROGRAM TIME REPORTING																	
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	DELIVERABLE NAME	ORG	HOURS	
1																																			(Taken from proposal and contract)		0.0
2																																					0.0
3																																					0.0
4																																					0.0
5																																					0.0
6																																					0.0
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20																																					0.0
21																																					0.0
22																																					0.0
23																																					0.0
24																																				MONTHLY TOTAL	0.0
SIGNATURE OF CONTRACTOR		DATE																																			



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 8, 2019

SUBMITTED BY: Assessor/Clerk-Recorder – Kristine Lee
Director of Finance – James Erb

SUBJECT: AGREEMENT FOR PROPERTY DATABASE ACCESS AND MAPPING

SUMMARY:

Overview:

A portion of the mapping functions of the Assessor's Office, including plotting and drawing maps of parcels, and the Elections Office, including drawing district lines, will be conducted by ParcelQuest. ParcelQuest is a current vendor of the Assessor's Office and the Finance Department wherein information is exchanged and used for public purposes. The public and various entities are able to look up property and tax information through the Parcel Quest program.

Recommendation:

Authorize the Assessor/Clerk-Recorder and Finance Director to sign an updated agreement with ParcelQuest in order to allow the company to perform necessary services to both departments.

Fiscal Impact:

There will be no cost for the services provided by ParcelQuest. For the past 16-years, the Assessor's Office has been receiving between \$3,000 and \$5,000 per year in revenue from ParcelQuest based on customer usage of information through their software program. These funds are included in the current budget as this portion of the contract is just an update since the original contract was last signed in 2002 by a prior Assessor.

BACKGROUND:

Due to the recent retirement of the sole cadastral staff member of the Assessor's Office, it is necessary to outsource a portion of the required mapping functions. In addition, mapping changes are periodically necessary

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT FOR PROPERTY DATABASE ACCESS AND MAPPING

January 8, 2019

Page 2 of 2

for the Elections Office. In the past, these duties were also carried out by the Assessor's Office cadastral staff member. Although the Assessor's Office is recruiting for replacement staff member, it is important to have alternative options available in the interim and as a back-up resource. The service provided by Parcel Quest will not be able to replace all of the duties of the cadastral staff member, but will ensure efficiency and an additional resource. The agreement is indefinite and may be cancelled with 60-days notice by either party.

The contract has been reviewed and approved by County Counsel.

DATABASE INFORMATION AGREEMENT

This Agreement is entered into this 8th day of January, 2019, by and between the County of Kings, a political subdivision of the State of California, through its Assessor's Office (hereinafter, "County") and ParcelQuest, a California corporation (hereinafter, "ParcelQuest").

RECITALS:

1. ParcelQuest is engaged in the business of acquiring, compiling, arranging, selecting, formatting and distributing for a fee, land records and other data ("Data"), and maps and other images ("Maps"), in electronic form. ParcelQuest sells licensed subscriptions to such Data and Maps in conjunction with data management programs, such as ParcelQuest, which is available in various formats including compact disc and via the ParcelQuest website.

2. The County, by and through the office of the County Assessor ("Assessor's Office") and County departments as specified in the attached Addendum(s), if any ("Specified County Departments"), are interested in accessing the Data and Maps for Kings County (hereinafter, "the County Area").

3. This Agreement replaces any previous database information agreements between the County and ParcelQuest.

4. Upon the terms and conditions set forth below, ParcelQuest is willing to provide the County with access to Data and Maps for the County Area and to pay the County a fee via the Assessor's Office based on ParcelQuest sales and/or licensing of Data and Maps for the County Area, in exchange for, 1) the Assessor's Office providing ParcelQuest with assessor records created and maintained by the Assessor's Office in the format created by the Assessor's Office ("assessor records"); and 2) the Specified County Departments providing ParcelQuest with records as specified in the attached Addendum(s), if any.

TERMS AND CONDITIONS:

1. Obligations of ParcelQuest: ParcelQuest agrees, without charge to the County, on an approximately monthly basis and upon receipt of records from the County, to update ParcelQuest's Data and Maps and to provide the County with access to the Data and Maps for the County Area via ParcelQuest data management software, such as ParcelQuest. ParcelQuest shall use due diligence in compiling, arranging, selecting and formatting the Data. Access to the Data and Maps under this Agreement shall be solely for the use by the Assessor's Office and Specified County Departments. The County assumes no liability or responsibility for improper use of such Data or Maps by other public agencies.

2. Obligations of Assessor's Office and Specified County Departments: a) At a minimum, the Assessor's Office shall provide ParcelQuest with assessor records and original scale copies of parcel maps on a regular basis not less than monthly, and may provide additional records and/or records at an increased frequency at Assessor's Office discretion; and b) Specified

County Departments shall provide ParcelQuest with records as specified in the attached Addendum.

3. Right of ParcelQuest to disseminate Data and Maps: Nothing in this Agreement shall be construed as limiting or in any way affecting ParcelQuest's right to sell, distribute and/or license the Data and Maps, in conjunction with data management software or as raw data, to third parties subject to terms and conditions determined solely by ParcelQuest. A portion of the revenue generated from the sale and/or licensing of Data and Maps for the County Area shall be paid by ParcelQuest to the County via the Assessor's Office within 60 days of the end of the calendar year. This payment is to be calculated on the following tiered basis: The sum total amount of twenty percent (20%) of the first \$100,000 in gross annual revenue, plus forty percent (40%) of the second \$100,000 in gross annual revenue, plus fifty percent (50%) of all gross annual revenues above \$200,000 generated from the sale and/or licensing of Data and Maps for the County Area. This payment shall be made for only as long as the Assessor's Office provides assessor records and parcel maps to ParcelQuest as specified in Section 2a, above.

4. Rights of the County to disseminate public information. Nothing in this Agreement shall be construed as limiting or in any way affecting the County's duty to provide copies of certain public records under the Public Records Act, nor the County's right to provide information and records to the public in any form it wishes, including but not limited to electronic media. The County may also at any time create and distribute its own electronic records, maps, and other information, including but not limited to the dissemination of such materials through the internet. The County may also enter into agreements with other vendors of land records data under similar or different terms. The County assumes no liability or responsibility for misuse of ParcelQuest's Data or Maps by anyone other than duly-authorized employees, officers, or agents of the County. However, the County understands and agrees that the ParcelQuest product, any other data management software provided by ParcelQuest, the Data, and the Maps, are not public records and may not be distributed to the public, and are protected by United States Copyright laws prohibiting the sale, duplication, sublicensing, transfer, or any other form of exploitation, without the written permission of ParcelQuest, and that County's access to and use of ParcelQuest, any other data management software provided by ParcelQuest, the Data, and the Maps, are subject to the terms of the license as expressed herein. Upon the termination or expiration of this Agreement, the protections afforded ParcelQuest to its ParcelQuest product, any other data management software provided by ParcelQuest, the Data, and the Maps, by copyright laws and the terms of this Agreement, shall remain in full force and effect. Any and all implied product warranties are disclaimed unless expressed herein

5. The County shall have no liability for charges made or incurred by ParcelQuest for compilation, arranging, selecting, formatting or distribution of information taken from records provided to ParcelQuest by the County, or digitizing and processing maps, including any person, agent, employee or contractor into whose custody the records are delivered by the County. All such charges shall be the responsibility of ParcelQuest.

6. This Agreement is contingent upon the Assessor's Office providing assessor records and parcel maps to ParcelQuest as specified in Section 2a, above. In the event the Assessor's Office ceases to provide assessor records and parcel maps to ParcelQuest,

ParcelQuest, at its sole election, may discontinue access of the Assessor's Office to ParcelQuest, Data and Maps, and immediately cease all payments to County.

7. Disclaimer of Partnership or Agency. It is understood and agreed that neither the County, nor any of its employees, is in a relationship of partnership or agency with ParcelQuest. ParcelQuest is an independent contractor and is not an officer, agent, or employee of the County. ParcelQuest shall defend, indemnify, and hold the County harmless for any claims, losses, or damages incurred by the County as a result of ParcelQuest's use of records and maps provided by the County under this Agreement.

8. Term of Agreement: The initial term of the agreement shall be for one (1) year, commencing on the date it is executed. Thereafter, the Agreement shall continue in effect until terminated by either party, with or without cause, by giving not less than sixty (60) days written notice.

9 Notices: All notices desired or required to be given pursuant to this Agreement shall be in writing and shall be addressed as follows:

Kristine Lee
Kings County Assessor
«Address»
Hanford, CA 93230

Grant Mulligan
ParcelQuest
193 Blue Ravine Road, Suite 120
Folsom, CA 95630

Either party may, by written notice given to the other, change its mailing address.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COUNTY:

ParcelQuest:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FIRST ADDENDUM TO DATABASE INFORMATION AGREEMENT

This Addendum is entered into this 8th day of January, 2019, by and between the County of «County», (hereinafter, “County”) and ParcelQuest, a California corporation (hereinafter, “ParcelQuest”), for the purpose of adding one or more County departments to the terms of the Database Information Agreement (“Agreement”) currently in effect between the County and ParcelQuest, as specified hereunder.

1. The County department of Elections is a Specified County Department as that term is defined in the Agreement and the Specified County Department shall be subject to the terms and conditions of the Agreement, as modified by this Addendum.

2. The Specified County Department shall provide ParcelQuest with County records on a regular basis not less than monthly. ParcelQuest agrees, without charge to the County, on an approximately monthly basis and upon receipt of records from the Specified County Department, to update ParcelQuest’s Data and Maps and to provide the Specified County Department with access to the Data and Maps for the County Area via ParcelQuest data management software, such as ParcelQuest.

3. Term of Addendum: The term of the Addendum shall commence on the date of execution and continue in effect until terminated by either party, with or without cause, by giving not less than sixty (60) days written notice. The termination of this Addendum shall have no effect on the Agreement, which shall continue in full force and effect, and the Specified County Department agrees and understands that the terms of the Agreement may be modified with the mutual consent of the Assessor’s Office and ParcelQuest, and the Specified County Department shall be bound by the terms of the modified Agreement.

4. Notices: All notices desired or required to be given pursuant to this addendum shall be in writing and shall be addressed as follows:

Kristine Lee
Kings County Elections Department
1400 W Lacey Blvd
Hanford, CA 93230

Grant Mulligan
ParcelQuest
193 Blue Ravine Road, Suite 120
Folsom, CA 95630

5. All other terms and conditions governing the relationship between ParcelQuest on the one hand, and the County and Specified County Department on the other, shall be as set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

County for Specified Department:
Sign: _____
Print: _____
Title: _____
Date: _____

ParcelQuest:
Sign: _____
Print: _____
Title: _____
Date: _____

SECOND ADDENDUM TO DATABASE INFORMATION AGREEMENT

This Addendum is entered into this 8th day of January, 2019, by and between the County of Kings, (hereinafter, "County") and ParcelQuest, a California corporation (hereinafter, "ParcelQuest"), for the purpose of adding one or more County departments to the terms of the Database Information Agreement ("Agreement") currently in effect between the County and ParcelQuest, as specified hereunder.

1. The County department of Finance, Tax Collector's Office, is a Specified County Department as that term is defined in the Agreement and the Specified County Department shall be subject to the terms and conditions of the Agreement, as modified by this Addendum.

2. The Specified County Department shall provide ParcelQuest with County records on a regular basis not less than monthly. ParcelQuest agrees, without charge to the County, on an approximately monthly basis and upon receipt of records from the Specified County Department, to update ParcelQuest's Data and Maps and to provide the Specified County Department with access to the Data and Maps for the County Area via ParcelQuest data management software, such as ParcelQuest.

3. Term of Addendum: The term of the Addendum shall commence on the date of execution and continue in effect until terminated by either party, with or without cause, by giving not less than sixty (60) days written notice. The termination of this Addendum shall have no effect on the Agreement, which shall continue in full force and effect, and the Specified County Department agrees and understands that the terms of the Agreement may be modified with the mutual consent of the Assessor's Office and ParcelQuest, and the Specified County Department shall be bound by the terms of the modified Agreement.

4. Notices: All notices desired or required to be given pursuant to this addendum shall be in writing and shall be addressed as follows:

James P Erb
Kings County Director of Finance
1400 W Lacey Blvd
Hanford, CA 93230

Grant Mulligan
ParcelQuest
193 Blue Ravine Road, Suite 120
Folsom, CA 95630

5. All other terms and conditions governing the relationship between ParcelQuest on the one hand, and the County and Specified County Department on the other, shall be as set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

County for Specified Department:
Sign: _____
Print: _____
Title: _____
Date: _____

ParcelQuest:
Sign: _____
Print: _____
Title: _____
Date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 8, 2019

SUBMITTED BY: Department of Finance – Jim Erb

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

SUMMARY:

Overview:

Annually, the Board of Supervisors is requested to consider the delegation of investment authority to the Kings County Director of Finance. Submitted for your Board's action is a resolution delegating investment authority to the Kings County Director of Finance for the period of January 1, 2019 continuing through December 31, 2019.

Recommendation:

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

Fiscal Impact: None.

BACKGROUND:

Pursuant to Section 53607 of the California Government Code, your Board has annually delegated certain investment authority to the County's Director of Finance for a one-year period. Kings County Ordinance No. 557, adopted January 14, 1997, allows for the annual delegation to be achieved through a Board resolution. Board Resolution 17-081 delegated investment authority for the 2018 calendar year, which expired December 31, 2018. Staff respectfully requests your Board's consider adopting a new resolution delegating investment authority to the Kings County Director of Finance for Calendar Year 2019.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF DELEGATING

RESOLUTION NO.

____ INVESTMENT

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

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

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

WHEREAS, the Board now wishes to delegate investment authority to the Kings County Director of Finance for the 2019 calendar year.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Delegation of Investment Authority. Pursuant to Government Code section 53607 and Kings County Ordinance No. 557, the Kings County Director of Finance is hereby delegated the authority to continue to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury commencing on January 1, 2019 and continuing through December 31, 2019.

2. The Kings County Director of Finance shall assume full responsibility for such transactions until such time as the Board of Supervisors revokes this delegation of authority or until its expiration on December 31, 2019, unless renewed on or before that date by the Board of Supervisors.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 8TH day of January, 2019, by the following vote:

AYES:

NOES:

ABSENT:

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

WITNESS my hand and seal of said Board of Supervisors this 8th day of January, 2019 .

Deputy Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 8, 2019

SUBMITTED BY: Department of Finance – Jim Erb

SUBJECT: DIRECTOR OF FINANCE’S 2019 STATEMENT OF INVESTMENT POLICY

SUMMARY:

Overview:

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

Recommendation:

Approve the 2019 Director of Finance’s Statement of Investment Policy.

Fiscal Impact:

None

Advisory Board Statement:

The County Treasury Oversight Committee reviewed and approved the 2019 Director of Finance’s Statement of Investment Policy on December 7, 2018.

Pursuant to Government Code section 27132 the Committee members are: County Administrative Officer, Board appointed member, Jim Erb, Director of Finance, Ivo Denham, representative for the Kings County Superintendent of Schools, Julie Fagundes, representative for the school districts, Bobby Lee, representative for the special districts, Travis Mann, representative for the public, and Tammy Phelps, Assistant Director of Finance - Treasury.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

DIRECTOR OF FINANCE'S 2019 STATEMENT OF INVESTMENT POLICY

January 8, 2019.

Page 2 of 2

BACKGROUND:

The 2019 Director of Finance's Statement of Investment Policy would normally come before your Board for approval in December 2018; however, the current Director of Finance did not take office until January 1, 2019. As a result, this item is presented for your Board's consideration at the first available meeting after his appointment. The 2019 policy clarifies and further restricts conducting investment security transactions with brokers/dealers who are designated by the Federal Reserve Bank as primary government dealers or a division of a primary dealer. This helps to ensure that the County works with only highly regulated, high quality firms. Other modifications to the policy are not substantive in nature and are proposed to correct grammar or increase clarity.

Your consideration for approval of the 2019 Director of Finance's Statement of Investment Policy is respectfully requested.

COUNTY OF KINGS

DIRECTOR OF FINANCE'S

STATEMENT OF

INVESTMENT POLICY

JANUARY 1, 2019

James P. Erb, CPA
Director of Finance

Approved by CTOC December 7, 2018
Approved by BOS January 8, 2018

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I. AUTHORITY

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

II. POLICY STATEMENT

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

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

III. POOLED INVESTMENT FUND OVERSIGHT COMMITTEE

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

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

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

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

IV. INVESTMENT OBJECTIVES

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

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

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

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

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

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

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

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

V. STANDARD OF CARE

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

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

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

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

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

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

VI. SAFEKEEPING AND CUSTODY

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

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

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

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

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

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

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

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

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

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

Quarterly, the County Director of Finance or designee will report compliance of the investment portfolio to the Director of Finance's Statement of Investment Policy. (See Section IX. Reporting Methods on page12)

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

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

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

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

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

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

The County Director of Finance shall evaluate each proposed withdrawal for its consistency with the County Treasury Oversight Committee policy prior to approving the withdrawal. The County Director of Finance must also make a finding that the proposed withdrawal will not adversely affect the interests of the other depositors in the County Treasury pool, prior to approving the withdrawal.

VII. SUITABLE AND AUTHORIZED INVESTMENTS

A. INVESTMENT TYPES - The County treasury may invest money among the following authorized investments and within the limits imposed by Government Code 53601 et seq. or 53635 et seq., or as more further restricted in Schedule 2-Investment Parameters on page 16:

- 1. United States Treasury Bills, Notes, Bonds, and Certificates of Indebtedness**, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- 2. Registered state warrants or treasury notes or bonds of the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.
- 3. Registered treasury notes or bonds of any of the other 49 states** including bonds payable solely out of the revenues from revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- 4. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- 5. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- 6. Banker's Acceptances (BA)** otherwise known as Bills of Exchange or Time Drafts, both domestic and foreign, drawn on and accepted by a commercial bank.
- 7. Commercial Paper (CP)** of "prime" quality issued by corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000).

- 8. Negotiable Certificates of Deposit** issued by a nationally or state chartered bank or a savings association or federal association, or by a federally- or state-licensed branch of a foreign bank.
- 9. Certificates of Deposit Account Registry Service (CDARS)** placed with a local CDARS member. CDARS are fully insured as to principal and interest that may be accrued by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
- 10. Collateralized Time Deposits** issued by a nationally or state-chartered bank or savings and loan association within the State of California with an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California’s communities pursuant to Section 2906 of Title 12 of the United States Code.
- 11. Repurchase Agreements or Reverse Repurchase Agreements, or Securites Lending Agreement** purchased in compliance with the Government Code 53601(j). Repurchase agreements must be issued by nationally or state-chartered banks or primary security dealers with whom the County Director of Finance has entered into a Master Repurchase Agreement.
- 12. Medium Term Corporate Notes (MTN)**, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- 13. Shares of Beneficial Interest** issued by diversified management companies (1) that invests in the securities and obligations as authorized by subdivision (a) to (k), inclusive, or subdivisions (m) to (o) inclusive of Government Code 53601, and that comply with the investment restrictions of Article 2 of the Government Code (commencing with Section 53630), or (2) that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. (15 U.S.C. Sec 80a-1, and following.)
- 14. Local Agency Investment Fund (LAIF)** an investment pool created by Government Code 16429.1 in which the State Treasurer invests pooled political subdivision funds.
- 15. Notes, Bonds, or other obligations** secured by a valid first priority security interest in eligible securities listed in Section 53651 having a market value at least equal to that required by Section 53652.
- 16. Shares of beneficial interest issued by joint powers authority** organized pursuant to Government Code Section 6509.7 that invests as authorized in subdivision (1) (2) of Government Code Section 53601.
- 17. Supranational Debt Obligations** United States dollar-denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-

American Development Bank (IADB) only, eligible for purchase and sale within the United States. Authorized by CGC 53601 (q) and this policy.

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

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

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

VIII. INVESTMENT PARAMETERS

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

B. MAXIMUM MATURITIES - Maturity limitations for each instrument type shall be restricted as provided in Government Code 53601, 53601.8, 53635, and 53635.8 or as further defined in Schedule 2 - Investment Parameters on page 16. No investment shall be made in any security, other than a security underlying a repurchase agreement authorized in this policy, which at the time of investment has a term remaining to maturity in excess of five years, unless a

legislative body has granted express authority to make that investment either specifically or as part of an investment program approved by that legislative body no less than three months prior to the investment.

IX. REPORTING

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

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

The report will include the following:

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

B. QUARTERLY INTEREST CALCULATION AND APPORTIONMENT - Gross interest for the quarter is the total interest earned on an accrual basis on the Treasury portfolio investments for that quarter. Administrative expenses pursuant to G.C. 27013 are deducted to

arrive at net interest to be apportioned. Administrative expenses consist of audit expenses, direct banking expenses, not otherwise recovered directly from Treasury depositors, safekeeping fees, plus actual quarterly Treasury operational expenses. The net earnings for the quarter are divided by the Treasury's total average daily balance creating an "interest allocation factor" or "daily interest factor" for each average dollar invested. Multiply the "interest allocation factor" by the quarterly average daily balance of each fund to determine the interest earnings for each fund. Interest is apportioned quarterly to all depositors in the Treasury pool. The "interest allocation factor" can be converted into the annualized quarterly interest rate; multiply the factor by the number of days in the year, and divide that answer by the number of days in the quarter.

X. POLICY EXCEPTIONS & REVISIONS

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

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

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

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

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

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

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

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

BlackRock
Bank of the West
CalTRUST

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

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

- D. State of California, Local Agency Investment Fund

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

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

James P. Erb, CPA, Director of Finance

Dated: January 1, 2019

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

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

APPENDIX A

COUNTY TREASURY OVERSIGHT COMMITTEE

Policy Statement and Authorized Practice Approved March 4, 1996

Treasury Restrictions on Withdrawal for External Investment

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

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

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

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

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

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

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

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

GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PORTFOLIO: Collection of securities held by an investor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 8, 2019

SUBMITTED BY: Human Resources – Leslie McCormick Wilson

SUBJECT: DEFERRED COMPENSATION PLAN – CONTRACT EXTENSION FOR ONE YEAR WITH MASSMUTUAL

SUMMARY:

Overview:

On January 28, 2014 your Board approved MassMutual as the sole provider for the County's Deferred Compensation Plan. This agreement terminates February 1, 2019 unless extended. The Deferred Compensation Oversight Committee recommends a one-year extension of the agreement, during which time a Request for Proposal (RFP) process will be conducted for a new contract for these services.

Recommendation:

Authorize the Chairman of the Board to sign a one-year contract extension with MassMutual effective January 30, 2019 through January 31, 2020.

Fiscal Impact:

There is no cost to the County General Fund in approving the contract extension. This action would keep all current Deferred Compensation elements the same.

BACKGROUND:

Pursuant to the Administrative Services Agreement with MassMutual, the term of the agreement expires on February 1, 2019. The Deferred Compensation Oversight Committee met and recommends a one-year extension, during which the RFP will be conducted for a new contract. A copy of the proposed MassMutual Administrative Services Agreement is attached.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

MASSMUTUAL ADMINISTRATIVE SERVICES AGREEMENT

Effective the 30th day of January, 2019 the following constitutes an amendment to the Administrative Services Agreement ("Agreement") between the Plan Sponsor and MassMutual. The following services shall be available in lieu of the current services described in the Agreement. All services in the Agreement shall continue to remain in full force and effect upon the changes to the services described herein.

WHEREAS: The Plan Sponsor is the sponsor of the Plan and is (or is authorized to act for) the "administrator" of the Plan;

WHEREAS: The Plan Sponsor has entered into an agreement with MassMutual to provide the recordkeeping and other administrative services to the Plan.

WHEREAS, pursuant to the amendment provisions of the services agreement, the Plan Sponsor and MassMutual desire to amend that agreement with respect to the recordkeeping and other administrative services to be provided to the Plan.

WHEREAS: The Employer has appointed Reliance Trust Company, a Georgia Trust Company (the "Trustee/Custodian"), to serve as a non-discretionary trustee/custodian of plan assets pursuant to a Plan Trust/Custodial Agreement between the Employer and the Trustee/Custodian.

NOW THEREFORE, the Agreement is amended effective the 30th day of January, 2019 to read as follows:

6.2 Term and Termination: (i) This Agreement commences as of the date indicated on the first page and, unless terminated earlier pursuant to part (ii) of this Section, terminates on February 1, 2020, or such later date as may be agreed upon between MassMutual and the Plan Sponsor.

(ii) This Agreement may be terminated earlier in the event of (1) substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party, but only after the terminating party provides the other party '120 days' written notice of its intent to terminate, or (2) delivery of written notice to one party from the other on a date that is at least one hundred twenty (120) days from the date the notice is received by the other party.

In addition, if the Plan is funded by a group annuity contract issued by MassMutual then the group annuity contract terminates coincident with the termination of this Agreement, provided that any limitations, fees or expenses related to the payment of the group annuity contract shall continue to apply regardless of the effect of this sentence. If the Plan Sponsor is terminating this agreement because it objects to an amendment by MassMutual, it may terminate the Agreement by delivering thirty (30) days notice to MassMutual. In the alternative, MassMutual and the Sponsor may mutually agree, in a separate writing, to continue operation of the group annuity contract even if the recordkeeping services described in this Agreement have otherwise been terminated.

(iii) Prior to the termination date, MassMutual will continue to provide administrative services through the termination date, will be entitled to fees in accordance with Exhibit D – Fees, and will cooperate in the conversion of the Plan to the new recordkeeper to the extent mutually agreeable to both parties. On and after the termination date, contributions to, withdrawals from, and transfers between funds maintained with respect to this Agreement will not be permitted. As of a date not later than thirty (30) days following the termination date, MassMutual will withdraw the value of the affected participants' accounts from the investments made under this Agreement and will deliver the proceeds of such withdrawal to, or as directed by, the Plan Sponsor provided that MassMutual will first be entitled to deduct from such proceeds any administrative or other fees then due to MassMutual. It shall not be a breach of this Agreement if MassMutual fails to make a withdrawal and/or deliver proceeds, as provided for above, due to an unscheduled market closure or any other event beyond MassMutual's reasonable control, provided MassMutual makes such withdrawal and/or delivers such proceeds as soon as reasonably possible following such event. Termination of any other contract issued to the Plan Sponsor by MassMutual will be governed solely by the terms of such contract. MassMutual will provide any outstanding reports to the Plan Sponsor within ninety (90) days of the termination date.

The Plan Sponsor certifies that it has the power and authority to enter into this Agreement. The person signing below as the Plan Sponsor's representative warrants, as an individual, that he or she is the Plan Sponsor's representative authorized to sign this Agreement and that his or her signature is genuine.

SIGNATURE(S):

In Witness Whereof: MassMutual and the Plan Sponsor have caused this Agreement to be executed by their duly appointed officer or representative effective as of the date executed by both parties.

For Massachusetts Mutual Life Insurance Company:



Tina Wilson, Senior Vice President

December 17, 2018
Date

Legal Name of Plan Sponsor: County of Kings

Contract Number: 061262-0001-0000

For the Plan Sponsor:

Signature

Date

Printed Name and Title



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 8, 2019

SUBMITTED BY: Human Services Agency - Sanja Bugay
The Child Abuse Prevention Coordinating Council

SUBJECT: DONATION FROM THE KINGS COUNTY BOARD OF REALTORS
SUMMARY:

Overview:

The Human Services Agency and the Child Abuse Prevention Coordinating Council is requesting to accept a donation from the Kings County Board of Realtors to use towards the Lisa Project.

Recommendation:

Accept the donation of \$1,453 from the Kings County Board of Relators for the Lisa Project

Fiscal Impact:

The donation will be deposited into the Human Services Agency's Children's Trust Revenue account (Budget Unit 540000).

BACKGROUND:

The Kings County Board of REALTORS® was established in 1947 to provide a channel for ideas of local members with the California Association of REALTORS® and the National Association of REALTORS®. The Association currently has over 200 active REALTORS®, over 480 Multiple Listing Service Subscribers and over 20 Affiliate companies.

The Child Abuse Prevention Coordinating Council (CAPCC) oversees state and federal funding administered by the Office of Child Abuse Prevention (OCAP) designed to promote the best practices and innovative approaches to child abuse prevention, intervention, and treatment. The Child Abuse Prevention Coordinating Council and the Human Services Agency receives and administers Children's Trust Fund, Community-Based Child Abuse

(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

DONATION FROM THE KINGS COUNTY BOARD OF RELATORS

January 8, 2019

Page 2 of 2

Prevention (CBCAP), Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) grants for the County. The Child Abuse Prevention Coordinating Council is responsible for overseeing prevention programs targeted to serve our vulnerable populations that are at high risk of child maltreatment or families who may be involved with child welfare services.

In April 2018, the County of Kings entered into an agreement with the Child Abuse Prevention Council of San Joaquin County to bring the Lisa Project to Kings County. The Lisa Project is a unique multi-sensory exhibit that allows the visitor to hear, see, and experience the reality of child abuse through the child's perspective. The Human Services Agency (HSA) and the Child Abuse Prevention Coordinating Council (CAPCC) are excited to announce the opening of the full scale Lisa Project exhibit here in our very own community. This is the first full scale exhibit to exist other than the main Stockton location, and it is centrally located on the Kings County Government Center. The HSA and the CAPCC plan to pair the exhibit with some targeted training such as Mandated Reporter training, training for foster parents, training for new staff and those who work with our most vulnerable populations.

Together, the HSA and CAPCC, hope to raise awareness of child abuse and neglect, train professionals on what questions may be asked during a suspected child abuse report, and how to prepare when thinking about making a report to the child abuse hotline. The HSA and CAPCC hope to provide new opportunities for networking and collaboration for our schools, law enforcement, medical staff, and all other service providers within our community by leveraging off what may already exist. The HSA and CAPCC hope that by having the Lisa Project exhibit available within the community, it will provide new opportunities, as well as support and strengthen local partnerships as the community becomes more aware of the warning signs of child abuse and neglect.

HSA anticipates having regular hours of operation for those who want to come see the exhibit or for agencies interested in larger tours for their staff. The exhibit is expected to be open to the public in April 2019.