



# Kings County Board of Supervisors

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

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

## Agenda June 11, 2019

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

**Chairman:** Joe Neves (District 1)      **Staff:** Rebecca Campbell, County Administrative Officer  
**Vice Chairman:** Doug Verboon (District 3)      David Prentice, Interim County Counsel  
**Board Members:** Richard Valle (District 2)      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 – Andrew Cromwell – Koinonia Church  
PLEDGE OF ALLEGIANCE
- II 9:00 AM**      **UNSCHEDULED APPEARANCES**  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.*
- III 9:05 AM**      **EMPLOYEE RECOGNITION – Rebecca Campbell/Sarah Poots**  
Recognize employees, vendors and businesses who made contributions to the Employee Recognition Barbecue and presentation of certificates to the Employee Recognition Committee members.
- IV 9:10 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: June 4, 2019**
  - B. District Attorney's Office:**  
Consider authorizing out of state travel for Senior District Attorney Investigator Nicole Lucero and District Attorney Investigator Jason Bietz to attend the 2019 American Professional Society on the Abuse of Children Colloquium in Salt Lake City, Utah on June 17-22, 2019.
  - C. Department of Public Health:**  
Consider approving the purchase of four Toyota Camrys, authorizing the Purchasing Manager to sign the purchase order and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
  - D. Information Technology Department:**  
Consider declaring 20 vehicles as surplus and authorizing the Purchasing Manager to consign them for sale through the Public Surplus Online Auction Company.

**CONSENT CALENDAR CONTINUED**

**E. Job Training Office:**

Consider authorizing the Chairman to sign an Agreement for Special Services with ProPath, Inc. to serve as the Workforce Innovation and Opportunity Act One-Stop Operator in Kings County.

**V**

**REGULAR AGENDA ITEMS**

- 9:15 AM A. Behavioral Health Department – Lisa Lewis/Unchong Parry**  
Consider approving the Mental Health Services Act Capital Facilities and Technological Needs Program Plan revision for submission to the Department of Health Care Services.
- 9:20 AM B. County Counsel – David Prentice/Julianna Gmur**  
Consider renewing the proclamation of emergency due to high flows on the Kings River and the prohibition of recreation activity on the Kings River and the closure of parks that abut the Kings River.
- 9:25 AM C. Fire Department – Clay Smith/Ivy Webb**  
Consider authorizing the Fire Chief to retroactively accept and sign the grant documents and any other documents as necessary for the United States Department of Agriculture Rural Development Community Facilities Grant for the date of June 6, 2019 and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
- 9:30 AM D. Job Training Office – Lance Lippincott**  
Consider authorizing the Chairman to sign the Application for Subsequent Local Area Designation and Local Board Recertification Program year 2019-2021 to administer workforce services and resources under the Workforce Innovation and Opportunity Act.
- 9:35 AM E. Library – Natalie Rencher**  
Consider authorizing the Chairman to sign the Agreement with EMCOR Services for the purchase and installation of a new chiller system, authorizing the Purchasing Manager to sign a purchase order to rent a temporary chiller and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
- 9:40 AM F. Administration – Rebecca Campbell**
1. Consider adopting a Resolution that authorizing the Chairman to sign an Agreement for participation in the Help America Vote Act funding program and authorizing the Clerk of the Board to sign the budget appropriation and transfer from. **(4/5 vote required)**
  2. Consider adopting a Resolution to retroactively authorize the Chairman to sign an Agreement with the California Secretary of State for State reimbursement of funds for a new voting system.

**VI**

**STUDY SESSION**

- 9:45 AM G. Administration – Rebecca Campbell**  
**CalVans – Ron Hughes**  
Information regarding the CalVans Agency and the retirement of CalVans Director, Ron Hughes.

**VII**

- 9:50 AM H. Board Member Announcements or Reports**  
*On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).*
- ◆ Board Correspondence
  - ◆ Upcoming Events
  - ◆ Information on Future Agenda Items

**VIII 9:55 AM I. 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 litigation.** 1 case [Govt. Code Section 54956.9(d)(2), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
  - Public Employment:*
  - Title: County Counsel*
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
  - Public Employment:*
  - Title: Registrar of Voters*
- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
  - Negotiator: Rebecca Campbell
    - **Blue Collar SEIU Local 521**
    - **Detention Deputies' Association**
    - **Firefighters' Association**
    - **General Unit C.L.O.C.E.A.**
    - **Prosecutors' Association**
    - **Supervisors' Unit C.L.O.C.E.A.**
    - **Unrepresented Management**

**IX J. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, June 18, 2019, at 9:00 a.m. There will be a special meeting on Monday, June 17, 2019.

***FUTURE MEETINGS AND EVENTS***

June 17	8:00 AM	Special Meeting/Interviews for Registrar of Voters
June 18	9:00 AM	Regular Meeting
June 18	11:00 AM	California Public Finance Authority Regular Meeting
June 18	2:00 PM	Kings In-Home Supportive Services Board Special Meeting
June 25	9:00 AM	Regular Meeting
June 25	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
June 25	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
July 9	9:00 AM	Regular Meeting cancelled
July 16	9:00 AM	Regular Meeting

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 11, 2019

**SUBMITTED BY:** Administration – Rebecca Campbell/Sarah Poots

**SUBJECT:** EMPLOYEE RECOGNITION FOR COMMITTEE MEMBERS AND VOLUNTEERS FOR THE 2019 EMPLOYEE BARBECUE

**SUMMARY:**

**Overview:**

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

**Recommendation:**

**Recognize employees, vendors, and businesses who made contributions to the Employee Recognition Barbecue, and authorize the Chairman to sign certificates of recognition for employees in appreciation of their efforts.**

**Fiscal Impact:**

None.

**BACKGROUND:**

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

**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.



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## *Action Summary*

**June 4, 2019**

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

<b>Chairman:</b>	Joe Neves	(District 1)	<b>Staff:</b>	Rebecca Campbell, County Administrative Officer
<b>Vice Chairman:</b>	Doug Verboon	(District 3)		David Prentice, Interim County Counsel
<b>Board Members:</b>	Richard Valle	(District 2)		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 – Pablo Róvere – First United Methodist Church of Hanford**

**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.*

**Caroline Daley, Kings County resident stated that the month of June is Alzheimer & Brain Awareness month and asked the Board and members of the community to wear purple in support of the cause.**

**Bobbie Wartson, Kings County Commission on Aging Director, invited the Board and members of the community to the Senior Friendship Luau Day at the Civic Auditorium on June 7, 2019 at 9:00 a.m. and stated that June is Elder Abuse Awareness month and will be recognized at the event.**

**III B 3**

**FLAG PRESENTATION – David Robinson/Jess Ahumada, Jr.**

**Presentation of flag to Kings County Sheriff's Office from American Warriors of California from their Veterans, Law Enforcement and First Responders 22 State Suicide Awareness ride.**

**INFORMATION ONLY - NOA**

**IV B 3**

**CONSENT CALENDAR**

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

**A. Approval of the Minutes: May 21, 2019**

**B. Agriculture Department:**

1. Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the detection trapping of European Grapevine Moth in Kings County. [Agmt 19-042]
2. Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Bulk Citrus Program. [Agmt 19-043]

**C. Behavioral Health Department:**

Consider authorizing out of state travel for Stephanie Bealer, Program Manager to attend the National Association of Drug Court Professionals Conference on July 14-17, 2019 in National Harbor, Maryland.

**D. County Counsel:**

Consider adopting a Resolution to amend the County's Comprehensive Health Insurance Portability and Accountability Act policies and appointing a Privacy Officer for the Human Services Agency. [Reso 19-045]

**E. Fire Department:**

Consider approving the purchase of one plotter printer, authorizing the Purchasing Manager to sign the purchase order and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)

**F. Department of Public Health:**

1. Consider authorizing the Chairman to sign an Agreement with the California Department of Public Health, Office of AIDS to increase the annual funding to the County to continue providing care and support services to people in Kings County with HIV/AIDS. [Agmt 19-044]
2. Consider authorizing the Chairman to sign an amended Agreement with the California Department of Public Health, Office of AIDS, for reimbursement of costs associated with administration of Housing Opportunities for Persons with Acquired Immune Deficiency Syndrome for Fiscal Year 2018-2019 to accept increased funding and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. [Agmt 19-045] (4/5 vote required)

**G. Human Services Agency:**

1. Consider authorizing the Chairman to sign an amended Agreement with Champions Recovery Alternative Program to reallocate line item funds within the Agreement budget, effective January 1, 2019 to December 31, 2020. [Agmt 17-087.3]
2. Consider authorizing the Chairman to sign an amendment to the Agreement with California State University, Fresno Foundation to provide education, consultation and training services to assist the Human Services Agency, extending the term to June 30, 2021. [Agmt 18-061.1]

**H. Administration:**

1. Consider denying the claim for damages filed by Kevin Little on behalf of his client, Kristine Lee and authorizing County Counsel to advise the claimant of the action.
2. Consider retroactively authorizing out of state travel for Supervisor Richard Valle to meet with businesses attending the International Council of Shopping Centers 2019 Conference in Las Vegas, Nevada from May 19-20, 2019.

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

V

**REGULAR AGENDA ITEMS**

- B 4**      **A. Human Services Agency – Sanja Bugay/Wendy Osikafo**  
Consider authorizing the Chairman to sign the Data Transfer and Use Agreement with the University of Southern California to facilitate the use of administrative records from the Homeless Management Information System. [Agmt 19-046]  
**ACTION: APPROVED AS PRESENTED (RF/CP/RV/DV/JN-Aye)**
- B 5**      **B. Information Technology Department – John Devlin**  
1. Consider authorizing the Chairman to sign an Agreement with Accurate Controls, Inc. for Kings County Jail surveillance and access control system. [Agmt 19-047]  
**ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN-Aye)**  
2. Consider retroactively approving the Purchase Order with Dell Marketing L.P. for the purchase of server equipment and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)  
**ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN-Aye)**
- B 6**      **C. Job Training Office – Lance Lippincott**  
1. Consider allocating a 1.0 Full Time Equivalent Senior Employment and Training Technician in the Job Training Offices' Budget 594100 to provide services to reduce recidivism of Post Release Community Supervision clients.  
**ACTION: APPROVED AS PRESENTED (RF/DV/CP/RF/JN-Aye)**  
2. Consider authorizing the Chairman to sign an Agreement for special services with the Foundation for California Community Colleges to provide human resource and payroll services through its Career Catalyst Program and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. [Agmt 19-048] (4/5 vote required)  
**ACTION: APPROVED AS PRESENTED (CP/DV/RV/RF/JN-Aye)**  
3. Consider authorizing the Chairman to sign the Agreement for Special Services with the California Employment Development Department to provide reimbursement to the Job Training Office for the utilization of telephones and associated equipment. [Agmt 19-049]  
**ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN-Aye)**
- B 7**      **D. Probation Department – Kelly Zuniga**  
1. Consider authorizing the Chief Probation Officer and the Sheriff to sign a Memorandum of Understanding for the Post Release Community Supervision program.  
**ACTION: APPROVED AS PRESENTED (RF/DV/CP/RF/JN-Aye)**  
2. Consider authorizing the Chief Probation Officer and the District Attorney to sign a Memorandum of Understanding for the Post Release Community Supervision program.  
**ACTION: APPROVED AS PRESENTED (CP/DV/RV/RF/JN-Aye)**
- B 8**      **E. Administration – Rebecca Campbell/Roger Bradley**  
**Human Services Agency – Sanja Bugay**  
Consider authorizing the Chairman to sign the second amendment to the Agreement with the Kings County Commission on Aging for Fiscal Year 2018-2019 allocating an additional \$19,687 to the agency and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. [Agmt 19-032.1] (4/5 vote required)  
**ACTION: APPROVED AS PRESENTED (RF/CP/RV/DV/JN-Aye)**
- B 9**      **F. Administration – Rebecca Campbell**  
1. Consider authorizing the Chairman to sign an Agreement with Dominion Voting System, Inc. for the purchase of a California Voting System Standard certified election system. [Agmt 19-050]  
**ACTION: APPROVED AS PRESENTED (RF/DV/CP/RF/JN-Aye)**  
2. Consider making twelve appointments to the Kings County Homelessness Collaborative.  
**ACTION: APPROVED AS PRESENTED (CP/DV/RV/RF/JN-Aye)**

**VI B 10**

**G. Board Member Announcements or Reports**

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

**Supervisor Pedersen stated that he attended a meeting with Kern County Agricultural Commissioner and toured existing hemp farms.**

**Supervisor Verboon stated that he attended a Federal Legislative meeting with Congressman T.J. Cox and John Lynch and County staff on May 28, 2019, and attended a meeting with Corcoran Irrigation District regarding the Groundwater Ordinance, attended a meeting with Kern County Agricultural Commissioner and toured existing hemp farms and attended the San Joaquin Joint Powers Authority Board meeting on May 31, 2019 in Sacramento.**

**Supervisor Valle stated that he attended an event with Kings County Behavioral Health staff to present a check to Corcoran High School for their sober graduation events and then traveled to Avenal to present a check to Avenal High School for their sober graduation events on May 23, 2019, he stated that Corcoran High School graduation will be held tonight, he attended the Corcoran Memorial Day event on May 27, 2019 and attended a meeting with the Santa Rosa Rancheria Tribal Chief, Leo Cisco on May 28, 2019 and toured Bravo Farms in Kettleman City with Bob Lewis, owner, and Greg Gatzka, Kings County Community Development Agency Director, attended a meeting with Corcoran Irrigation District regarding the Groundwater Ordinance.**

**Supervisor Fagundes stated that he helped his grandson with a Jason Martella memorial barbecue at Kings Speedway on June 1, 2019 and has been working on event planning for the Hanford Portuguese Celebration on June 9, 2019 and the Mary Immaculate Queen School \$100 dinner event on June 8, 2019.**

**Supervisor Neves stated that he attended the Liberty Band concert event on May 21, 2019, attended the Local Agency Formation Commission, the Kings County Area Public Transit Agency meeting and the Kings County Association of Governments meetings on May 22, 2019, attended the First Aid Training at Hanford Fire Station #4 and was a judge for the grilled cheese sandwich competition in County Counsel where David Prentice was the crowned winner and attended the South Fork Kings GSA meeting in Lemoore on May 23, 2019, attended the Lemoore Middle College High School graduation on May 24, 2019, attended the Corky McFarland Veterans Avenue of Flags Memorial Day event at Grangeville Cemetery on May 27, 2019, attended the Independent Living Program graduation dinner on May 28, 2019, attended the Kings Waste & Recycling Authority meeting and the Lemoore High School Softball banquet on May 29, 2019, stated that singer, Steve Perry donated \$10,000 to Lemoore High School drum line, attended the Tachi Palace Community Breakfast where Court Appointed Special Advocates (CASA) and Re-establish Stratford were the recipients and attended the Lemoore Chamber Rockin' the Arbor event on May 31, 2019, attended the Kings Federal Credit Union day at Grizzly Stadium on June 1, 2019, attended the Stratford Portuguese Celebration and the Pops Concert under the Stars at Hanford Civic Auditorium on June 2, 2019 and he discussed the Kings River release levels being high through the month of June.**



- ◆ Board Correspondence: **Rebecca Campbell stated that the Board received a Notice from the State Water Resources Board for comments on the Tulare Lake Basin Water Storage District and the Merced Irrigation District water transfers and comments are due in June.**
- ◆ Upcoming Events: **Rebecca Campbell stated that the Kings County Sheriff's Posse annual dinner dance will be on June 15, 2019 at Burris Park starting at 6:00 p.m. and tickets are \$100 each and this event is for 21 years or older, the Kings Lions Club Brewfest will be on June 15, 2019 at the Kings Lions Complex in Lemoore at 5:00 p.m. and tickets are \$40 each, the Kings County Employee Blood Drive will be held on July 25, 2019 in the Administration building multipurpose room.**
- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items will be on an upcoming agenda: Job Training Office Summer Youth Employment contract, Administration Help America Vote Act (HAVA) grant, Information Technology/Purchasing Fleet Surplus auction, Library HVAC replacement, Public Works Asphaltic Emulsion purchase, Public Works traffic paint purchase, Administration Defense of the Accused contract renewal for FY 2019/2020, Administration Employee Recognition for committee members and volunteers for employee barbecue, Administration SB 81 round two juvenile center remodel project plans, specifications, and advertising, Administration FY 2019/2020 Proposed budget, Administration Agreement with California Department of Healthcare Service for MediCal Inmate Program, Administration/Community Development Agency Strategic Plan for Census.**

VII B 11

H. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: *Reynoso et al. v. County of Kings et al.*; *Kings County Superior Court Case No. 16C0187.* [Govt. Code Section 54956.9(d)(1)]
- ◆ **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 litigation.** 1 case [Govt. Code Section 54956.9(d)(2), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]  
*Public Employment:*  
*Title: County Counsel*
- ◆ **Personnel Matters:** [Govt. Code Section 54957]  
*Public Employment:*  
*Title: Registrar of Voters*

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

Negotiator: Rebecca Campbell

- **Blue Collar SEIU Local 521**
- **Detention Deputies' Association**
- **Firefighters' Association**
- **General Unit C.L.O.C.E.A.**
- **Prosecutors' Association**
- **Supervisors' Unit C.L.O.C.E.A.**
- **Unrepresented Management**

**REPORT OUT: David Prentice, Interim County Counsel stated that he did not anticipate any reportable action taken in closed session today.**

**VIII**

**I. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, June 11, 2019, at 9:00 a.m.

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

***FUTURE MEETINGS AND EVENTS***

June 11	9:00 AM	Regular Meeting
June 18	9:00 AM	Regular Meeting
June 18	11:00 AM	California Public Finance Authority Regular Meeting
June 18	2:00 PM	Kings In-Home Supportive Services Board Special Meeting
June 25	9:00 AM	Regular Meeting
June 25	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
June 25	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting <del>Cancelled</del>

*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 June 11, 2019

**SUBMITTED BY:** District Attorney – Keith Fagundes/Robert Waggle

**SUBJECT:** OUT OF STATE TRAVEL REQUEST

**SUMMARY:**

**Overview:**

The District Attorney's Office is requesting approval for Senior District Attorney Investigator Nicole Lucero and District Attorney Investigator Jason Bietz to attend the 2019 American Professional Society on the Abuse of Children (APSAC) Colloquium in Salt Lake City, Utah, from June 18, 2019 through June 22, 2019.

**Recommendation:**

**Authorize out-of-state travel for Senior District Attorney Investigator Nicole Lucero and District Attorney Investigator Jason Bietz to attend the 2019 American Professional Society on the Abuse of Children Colloquium in Salt Lake City, Utah, from June 17, 2019 through June 22, 2019.**

**Fiscal Impact:**

There is no fiscal impact to the County's General Fund to attend this conference. The anticipated cost is not to exceed \$5,000 and is fully reimbursable by the Child Advocacy Center Program (KC) Grant (Budget Unit 216200, Account No. 82229010).

**BACKGROUND:**

The District Attorney's Office is heavily involved in the investigation and prosecution of child sexual abuse, and as part of these types of investigations, the office is a member agency of the Child Advocacy Centers of California (CACC). Recently, the District Attorney's Office was awarded the Child Advocacy Center Program Grant, and as such, recipients of this grant are expected to participate and attend a variety of trainings such as the APSAC Colloquium. The granting agency has also approved the recommendation for two employees to attend this conference.

**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 June 11, 2019

**SUBMITTED BY:** Department of Public Health– Edward Hill/Scott Waite  
**SUBJECT:** VEHICLE PURCHASE FOR CALWORKS HOME VISITATION INITIATIVE  
**SUMMARY:**

**Overview:**

The Department of Public Health is requesting approval to purchase four (4) Toyota Camrys from Freeway Toyota. These vehicles will be used to deliver the Parents as Teachers evidence based Home Visitation program that is funded by the Department of Social Services (Assembly Bill 1811).

**Recommendation:**

- 1. Approve the purchase of four (4) Toyota Camrys; and**
- 2. Authorize the Purchasing Manager to sign the purchase order; and**
- 3. Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer form. (4/5's vote required)**

**Fiscal Impact:**

There are no General Fund costs associated with this item. The total purchase of \$110,000 shall be funded from Budget Unit 411100, Project Number 400200, which has sufficient funding provided by the Department of Social Services (Assembly Bill 1811) for the California Work Opportunity and Responsibility to Kids (CalWORKS) Home Visitation Initiative (HVI). The Parents as Teachers Home Visitation program, is fully funded by the CalWORKS HVI and Child Abuse Prevention Coordinating Council.

**BACKGROUND:**

The CalWORKS HVI is a voluntary program supervised by the California Department of Social Services (CDSS) and administered by participating California counties.

**(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**

### **VEHICLE PURCHASE FOR CALWORKS HOME VISITATION INITIATIVE**

**June 11, 2019**

**Page 2 of 2**

The HVI aims to support positive health development and well-being outcomes for pregnant and parenting women, families, and infants born into poverty by expanding their future educational, economic, and financial capability opportunities, and improving the likelihood that they will exit poverty. Assembly Bill 1811 (Chapter 35, Statutes of 2018) appropriates funding for the implementation of the HVI program within the CalWORKs program. The HVI will provide an opportunity to demonstrate the impact of home visiting services within the CalWORKs population.

Home visiting is an evidence-based, voluntary program that pairs new parents with a nurse or trained professional who makes regular visits to the participant's home to provide guidance, coaching, and access to health and social services. HVI resources will support, but will not be solely limited to:

- (1) Prenatal, infant and toddler care,
- (2) Infant and child nutrition,
- (3) Child development screening and assessments,
- (4) Parent education, parent and child interaction, child development, and child care,
- (5) Job readiness and barrier removal, and
- (6) Domestic violence and sexual assault, mental health, and substance abuse treatment, as applicable.

Parents as Teachers builds strong communities, thriving families, and children that are healthy, safe and ready to learn. It does this by matching parents and caregivers with trained professionals who make regular personal home visits during a child's earliest years in life, from prenatal through kindergarten. The internationally-recognized evidence-based home visiting model is backed by 35 years of research-proven outcomes for children and families. Parents as Teachers currently serve nearly 200,000 families in all 50 U.S. states.

The funding for the CalWORKS HVI went into effect January 1, 2019, due to delays in the contracting process with CDSS caused by a late release of the Request for Application from CDSS, and the time it takes to hire staff, this resulted in significant cost savings for the county. These cost savings will be used to purchase the four vehicles, these vehicles will be used to facilitate the travel of the Family Resource Coordinators to and from home visits.

According to operational preferences and to economize the cost of maintenance, the Department determined that the Toyota Camry would best meet its need and is consistent with other vehicle purchases with this funding from the State. Staff solicited and received three bids from Toyota dealerships in the area, which were Selma Toyota, Toyota Visalia and Freeway Toyota in Hanford. Staff evaluated all the responses and selected Freeway Toyota as the recommended supplier based on lowest price and location in Kings County.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 11, 2019

**SUBMITTED BY:** Information Technology – John Devlin/Dan Willhite

**SUBJECT:** FLEET SURPLUS VEHICLES

**SUMMARY:**

**Overview:**

Historically, the County of Kings' surplus vehicles and rolling stock have been offered for sale at public auction. The County currently has an account with the Public Surplus Online Auction Company (Public Service) to dispose of surplus fleet vehicles. The County has vehicles that can be offered for sale at this time.

**Recommendation:**

1. Declare 20 vehicles as surplus; and
2. Authorize the Purchasing Manager to consign them for sale through the Public Surplus Online Auction Company.

**Fiscal Impact**

Revenues from the sale of fixed assets were anticipated and included in the County budget for Fiscal Year 2018-2019. Revenues from the sale of these items will be deposited into Fund 2500 (Fleet Management).

**BACKGROUND:**

The County Shop has 20 vehicles, which have been taken out of service. These are listed on the attached sheet and are eligible to be designated as "surplus" and offered at auction at this time. A nine percent charge to the winning bidder is paid to Public Surplus for its services; the remaining balance goes to the Fleet Management fund. These vehicles will be announced as available for auction in several ways, including a County of Kings internal email blast and a link provided on the County of Kings' internet home page. Staff recommends these vehicles be designated as surplus and sold at auction.

(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

## FLEET SURPLUS VEHICLES

June 11, 2019

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EQUIPMENT #	SERIAL #	YEAR	MAKE	MODEL	MILEAGE	REASON FOR SELLING
52001	1FTSX20528EE06484	2008	FORD	F250	164015	AGE AND MILEAGE
52016	1FTR12W37KC74270	2007	FORD	F150	129638	AGE AND MILEAGE
52017	1FTRX12W17FB13618	2007	FORD	F150	167690	AGE AND MILEAGE
52020	1FTRX12W37FB13619	2007	FORD	F150	109660	AGE AND MILEAGE
52040	1FDNF20578ED00009	2008	FORD	F250	239227	AGE AND MILEAGE
52050	3B6KC26Z81M547814	2001	DODGE	RAM 2500	54073	AGE, MILEAGE, ENGINE BURNS OIL
52130	1GTD19WXXB526976	1999	GMC	VAN	95931	AGE AND MILEAGE
52137	1B7HC16YX1S679102	2001	DODGE	RAM 1500	127670	AGE AND MILEAGE
52144	1FTYR10D42PA82892	2002	FORD	RANGER	112398	AGE AND MILEAGE
52198	1B4GP45331B169131	2001	DODGE	CARAVAN	68969	AGE AND MILEAGE
52301	1FAFP56U95A160401	2005	FORD	TAURUS	82660	AGE AND MILEAGE
52302	1FAFP56U25A160403	2005	FORD	TAURUS	75559	AGE AND MILEAGE
52312	1FAFP56U25A160420	2004	FORD	TAURUS	88725	AGE AND MILEAGE
52317	2G1WB57K691242309	2009	CHEVROLET	IMPALA	130425	AGE AND MILEAGE
52915	19XFB5F59CE001485	2012	HONDA	CIVIC CNG	8211	LIMIITED DISTANCE OF TRAVEL
52916	19XFB5F56CE002206	2012	HONDA	CIVIC CNG	10419	LIMIITED DISTANCE OF TRAVEL
52921	19XFA4F5XBE000485	2011	HONDA	CIVIC CNG	14349	LIMIITED DISTANCE OF TRAVEL
52922	19XFA4F54BE000482	2011	HONDA	CIVIC CNG	24831	LIMIITED DISTANCE OF TRAVEL
52923	19XFA4F54BE000563	2011	HONDA	CIVIC CNG	15903	LIMIITED DISTANCE OF TRAVEL
52924	19XFA4F55BE000555	2011	HONDA	CIVIC CNG	18039	LIMIITED DISTANCE OF TRAVEL



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 11, 2019

**SUBMITTED BY:** Job Training Office – Lance Lippincott

**SUBJECT:** AGREEMENT WITH PROPATH, INC. FOR SPECIAL SERVICES RELATED TO ADULT AND DISLOCATED WORKERS

**SUMMARY:**

**Overview:**

The Workforce Innovation and Opportunity Act requires a separation of duties, or ‘firewall’ between the operator of adult and dislocated worker services and the local policy body, the Kings County Workforce Development Board. This Agreement for Special Services would allow Kings County to continue to join the counties of San Joaquin, Stanislaus, Merced, and Madera to contract with ProPath, Inc. to serve as the One-Stop Operator in each of those counties.

**Recommendation:**

**Authorize the Chairman to sign the Agreement for Special Services with ProPath, Inc. to serve as the Workforce Innovation and Opportunity Act One-Stop Operator in Kings County.**

**Fiscal Impact:**

Kings County’s share in this Agreement is \$30,000 for the period July 1, 2019 through June 30, 2021. No expense under this item will impact the County General Fund as the Kings County Job Training Office funded through by the United States Department of Labor through the California Employment Development Department.

**Alternatives:**

Failure to identify a One-Stop Operator would result in withholding of federal funding.

**Advisory Board Statement:**

The Kings County Workforce Development Board recommended acceptance of ProPath, Inc., as the One-Stop Operator for Kings County for up to five years at their July 6, 2017 meeting.

(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**

### **AGREEMENT WITH PROPATH, INC. FOR SPECIAL SERVICES RELATED TO ADULT AND DISLOCATED WORKERS**

**June 11, 2019**

**Page 2 of 2**

#### **BACKGROUND:**

The Job Training Office has historically operated employment and training programs, and also served as staff and monitor for the local Workforce Development Board under previous federal workforce legislation. The new Workforce Innovation and Opportunity Act (“WIOA”) requires a firewall between program operators and the Workforce Development Board for issues such as program monitoring, program operator selection, monitoring of the local workforce system Memorandum of Understanding, and other similar issues.

As a result of this new ‘firewall’ requirement, Kings County joined with the Counties of San Joaquin, Stanislaus, Merced, and Madera to procure the services of a ‘One-Stop Operator’, as this function is entitled in WIOA. After two failed procurements due to no qualified bidders, ProPath, Inc. was engaged to submit a proposal to perform the needed services. This agreement is for \$170,000 over the period of two years from July 1, 2019 through June 30, 2021. Kings County’s obligation under this agreement is \$30,000 over the two year term. This agreement has been reviewed by County Counsel.

**MADERA COUNTY WORKFORCE INVESTMENT CORPORATION  
AGREEMENT FOR SERVICES**

**ONE-STOP OPERATOR SERVICES  
FOR THE  
SAN JOAQUIN VALLEY SUB REGIONAL PLANNING UNIT**

**THIS AGREEMENT**, is made and entered into by and between the Madera County Workforce Investment Corporation, the County of Kings (a political subdivision of the State of California), the County of Merced (a political subdivision of the State of California), the County of San Joaquin (a political subdivision of the State of California), and the County of Stanislaus (a political subdivision of the State of California) (hereinafter referred to collectively as the "Sub-RPU Entities"); and, ProPath, Inc., located at 17891 Cartwright Road, Suite 100, Irvine, California 92614 (hereinafter referred to as "Contractor").

**WHEREAS**, the Sub-RPU Entities desire to contract with Contractor for special services which consist of acting as the One-Stop Operator for the Sub RPU Entities; and

**WHEREAS**, Contractor is specially trained, experienced, and competent to perform such services in connection with the specified duties of the One-Stop Operator as attached hereto as Exhibit "A"; and

**WHEREAS**, the parties have previously contracted with Contractor for the services outlined in this agreement (Merced County Contract No. 2018200) and have set forth herein the terms and conditions under which said services shall be continued.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. Contractor's services include, but are not limited to, the following:

A. Acting as the one stop operator for the Sub-RPU Entities as outlined in the attached Exhibit "A" (General Scope of Work); Exhibit "B" (Stanislaus Additional Scope of Work); and, Exhibit "C" (Budget for Services).

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A-General Scope of Work
- Exhibit B-Stanislaus Additional Scope of Work
- Exhibit C-Budget for Services

**2. TERM**

The term of this Agreement shall commence on the 1st day of July 2019, and continue until the 30th day of June 2021, unless sooner terminated in accordance with the sections entitled “TERMINATION FOR CONVENIENCE” or “TERMINATION FOR CAUSE”, as set forth elsewhere in this Agreement.

**3. COMPENSATION**

The Sub-RPU Entities agree to a Total Agreement Price of One Hundred Seventy Thousand Dollars and No/100 Cents (\$170,000) for all of Contractor’s services to be provided herein, as are more specifically set forth under the "Scope of Work." Contractor will be paid separately by each Sub-RPU Entity in a percentage of the total and shall bill accordingly as follows:

For Program Year July 1, 2019 – June 30, 2020 the following compensation shall be:

Sub-RPU Entities	Share of Total Contract Price
Kings County	17.6% (\$15,000.00)
Madera County Workforce Investment Corporation	17.6% (\$15,000.00)
Merced County	17.6% (\$15,000.00)
San Joaquin County	17.6% (\$15,000.00)
Stanislaus County	29.6% (\$25,000.00)

Subject to the availability of funds and satisfactory performance as determined by the five (5) Local Workforce Development Areas that are party to this Agreement-

For the second Program Year covering the period of July 1, 2020 – June 30, 2021, the following compensation shall be:

Sub-RPU Entities	Share of Total Contract Price
Kings County	17.6% (\$15,000.00)
Madera County Workforce Investment Corporation	17.6% (\$15,000.00)
Merced County	17.6% (\$15,000.00)
San Joaquin County	17.6% (\$15,000.00)
Stanislaus County	29.6% (\$25,000.00)

The Total Agreement Price shall include all of the Sub-RPU Entities’ compensation to Contractor, including reimbursement for all expenses incurred by Contractor in the performance of this Agreement. As stated in the Scope of Work, the separate Sub-RPU Entities may wish to have the Contractor provide additional services at the rate specified within the Scope. This will require a separate agreement, and the entity requesting the additional services will be solely liable for the cost of the services rendered and will be billed accordingly. Other than that exception, no other fees or expenses of any kind shall be paid to Contractor in addition to the Total Agreement Price. In no event shall the total

services to be provided hereunder exceed the Total Agreement Price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the Contractor and be mailed or delivered to Contractor at:

Name:	ProPath, Inc.
Address:	17891 Cartwright Road, Suite 100
City/State/Zip:	Irvine, California 92614

Contractor may request that the Sub-RPU Entities mail the check to Contractor, at such other address as Contractor may from time to time designate to the Sub-RPU Entities. Such request must be made in writing in accordance with the procedures as outlined under Section 7 of this Agreement.

#### 4. PRICING CONDITIONS:

The Sub-RPU Entities agree to pay Contractor for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to Contractor without formal approval by the entity in each of the separate Sub-RPU Entities of the Sub-RPU Entities having the power to enter into contracts or their authorized agent. In no event shall the total services to be performed hereunder exceed \$85,000.00.

The Sub-RPU Entities shall not be responsible for any charges or expenses incurred by Contractor, his/her agents, employees or independent Contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by the Sub-RPU Entities.

#### 5. TERMS OF PAYMENT

Payment shall be made quarterly for satisfactory performance of the services required to be provided herein and as set forth under the attached "Scope of Work." Payment shall be made in the following manner:

Contractor shall submit an invoice quarterly **within 30 calendar days of each invoice period**, detailing the services it has provided and the amount owed under this Agreement. In addition to the invoice submitted by the Contractor for payment, Contractor must complete and submit to the Sub-RPU Entities, Form W-9, "A Request for Taxpayer Identification Number and Certification", located at ([www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)). Both the invoice and W-9 form shall be forwarded to the points of contact at the address shown under Section 7 of this Agreement, **no later than thirty (30) calendar days after completion and acceptance by the separate Sub-RPU Entities of all tasks identified on the invoice**. Upon approval by separate Sub-RPU Entities of the Sub-RPU, the fee

due hereunder shall be paid to Contractor within thirty (30) days following receipt of a complete and correct invoice.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by Contractor.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by Sub-RPU Entities as deemed necessary by the Sub-RPU Entities to properly evaluate or process Contractors invoice.

In no event shall the Sub-RPU Entities be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the Agreement.

**6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT**

Contractor shall have no claim against the Sub-RPU Entities for payment of any kind whatsoever for any services provided by Contractor, which were provided after the expiration, or termination of this Agreement. Should one or more Sub-RPU Entities elect to terminate this Agreement for any reason, then Agreement shall continue as to the other Sub-RPU Entities. The terminating Sub-RPU Entity(s) shall provide thirty (30) calendar days written notice to the Contractor and non-terminating Sub-RPU Entities of the termination date. Upon the effective date of such notice, all of the terms of this Agreement shall apply with regard to the non-terminating Sub-RPU Entity(s). Furthermore, the Total Agreement Price, or the remainder thereof, shall be reduced in proportion to the amount remaining of the Total Agreement Price attributable to the terminating Sub-RPU Entity(s).

**7. NOTICES**

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is

effective upon receipt, if delivery is confirmed by a return receipt.

- D. **Overnight Delivery.** When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. **Facsimile Transmission.** When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

**Contractor**  
17891 Cartwright Road, Suite 100  
Irvine, California 92614  
Fax: 949-341-8008

**County of Kings**  
124 N. Irwin Street  
Hanford, California 93230  
Fax: 559-585-3536

**Madera County Workforce  
Investment Corporation**  
2037 W. Cleveland Avenue  
Madera, California 93637  
Fax: 559-673-1794

**County of Merced**  
1205 West 18<sup>th</sup> Street  
Merced, California 95340  
Fax: 209-722-3592

**County of San Joaquin**  
EEDD Executive Director  
56 South Lincoln Street  
Stockton, California 95203  
Fax: 209-462-3536

**County of Stanislaus**  
251 East Hackett Road C-2  
Modesto, California 95358  
Fax: 209-558-2164

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

## **8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING**

The compensation paid to Contractor pursuant to this Agreement is based on the Sub-RPU Entities' continued appropriation of funding for the purpose of this Agreement, as

well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the Sub-RPU Entities arising from this Agreement shall be immediately discharged. The Sub-RPU Entities agree to inform Contractor no later than ten (10) calendar days after the Sub-RPU Entities determine, in their judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to the Sub-RPU Entities prior to the final date for which funding is available. In the alternative, the Sub-RPU Entities and Contractor may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous Agreement terms in the event funding is reinstated. Also in the alternative, the Sub-RPU Entities may, if funding is provided to the Sub-RPU Entities in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the Sub-RPU Entities may, in their sole discretion, provide similar promises to pay to the Contractor, which the Contractor hereby agrees to accept as sufficient payment until cash funding becomes available.

## **9. TERMINATION FOR CONVENIENCE**

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by the Sub-RPU Entities at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon the effective date of termination, the Sub-RPU Entities shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by the Sub-RPU Entities. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

Should one or more Sub-RPU Entities wish to terminate this Agreement, the Agreement shall continue as to the other Sub-RPU Entities. The terminating Sub-RPU Entity(s) shall provide thirty (30) calendar days written notice to the Contractor and non-terminating Sub-RPU Entities of the termination date. Upon the effective date of such notice, all of the terms of this Section 9 shall apply with regard to the terminating Sub-RPU Entity(s). Furthermore, the Total Agreement Price, or the remainder thereof, shall be reduced in proportion to the amount remaining of the Total Agreement Price attributable to the terminating Sub-RPU Entity(s).

## **10. TERMINATION FOR CAUSE**

The Sub-RPU Entities may terminate this Agreement and be relieved of making any payments to Contractor, and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the Sub-RPU Entities may proceed with the work in any manner deemed proper by the Sub-RPU Entities. All costs to the Sub-RPU Entities shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to the Sub-RPU Entities provided by law.

## **11. MODIFICATION OF THE AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

## **12. INSURANCE**

- A. Prior to the commencement of work, and as a precondition to this Agreement, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming each entity comprising the Sub-RPU Entities as an additional insured on each policy. The insurance carrier shall be required to give Sub-RPU Entities notice of termination at least 10 days prior to the intended termination of any specified policy. Notice shall be given as specified above. Each certificate of insurance shall specify if Contractor has a self-insured retention (“SIR”), and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR.
1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The Sub-RPU Entities and their officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
  2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
  3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the



insurer's subrogation rights against the Sub-RPU Entities.

4. Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Contractors wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

**B. Insurance Conditions**

1. Insurance is to be primary and non-contributory with any insurance of the County, and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted.
2. Each of the above required policies shall be endorsed to provide the Sub-RPU Entities with 30 days prior written notice of cancellation. The Sub-RPU Entities are not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.
3. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**13. INDEMNIFICATION**

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, the Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, Agreement or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, sub-contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the Sub-RPU Entities. This duty shall arise at the first claim or allegation of liability against the Sub-RPU Entities. Contractor will on request and at its expense defend any action suit or proceeding arising

hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

Each Sub-RPU entity agrees to indemnify, defend and hold harmless each of the other Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with services rendered to that specific entity under this Agreement by Contractor.

**14. PATENT INDEMNITY**

The Contractor shall hold the individual Sub-RPU Entities of the Sub-RPU Entities, their officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Contractor may also be required to furnish a bond or other indemnification to the Sub-RPU Entities against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

**15. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. The Sub-RPU Entities shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of Sub-RPU Entities is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold the Sub-RPU Entities harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against the Sub-RPU Entities for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, sub-contractors and their employees, and any other individuals used to perform the Contracted services are aware and expressly agree that the Sub-RPU Entities are not responsible for any benefits,

coverage or payment for their efforts.

## **16. RECORDS, INFORMATION AND REPORTS**

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, the Sub-RPU Entities shall have free access at all proper times or until the expiration of ten (10) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish the Sub-RPU Entities such periodic reports as the Sub-RPU Entities may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

## **17. OWNERSHIP OF DOCUMENTS**

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of the Sub-RPU Entities and upon request of a Sub-RPU Entity or Entities shall be delivered upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of the Sub-RPU Entities, and to the extent permitted by law, shall become the property of the Sub-RPU Entities. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by the Sub-RPU Entities.

## **18. QUALITY OF SERVICE**

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

## **19. PERSONAL SATISFACTION AS A CONDITION PRECEDENT**

The obligations of the Sub-RPU Entities as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the Sub-RPU Entities. The Sub-RPU Entities shall determine compliance in good faith as a reasonable person would under the circumstances.

**20. PUBLIC AGENCY PARTICIPATION**

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option of participating in this agreement at the same prices and terms and conditions. The Sub-RPU Entities are not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments with the Contractor.

**21. ENTIRE AGREEMENT**

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**22. THE SUB-RPU ENTITIES NOT OBLIGATED TO THIRD PARTIES**

The Sub-RPU Entities shall not be obligated or liable hereunder to any party other than Contractor.

**23. LAWS, LICENSES, PERMITS AND REGULATIONS**

Contractor and the Sub-RPU Entities agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and the Sub-RPU Entities, their sub-grantees, Contractors, or sub-contractors, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Kings, Madera County Workforce Investment Corporation, County of Merced, County of San Joaquin; County of Stanislaus; and all other appropriate governmental agencies, including any certification and credentials required by the Sub-RPU Entities. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by the Sub-RPU Entities.

**24. LIMITED AFFECT OF WAIVER OR PAYMENT**

In no event shall the making, by the Sub-RPU Entities, of any payment to Contractor constitute, or be construed as, a waiver by the Sub-RPU Entities of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by the Sub-RPU Entities while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

**25. PERSONNEL**

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

**26. SUB-CONTRACTS - ASSIGNMENT**

Contractor shall not sub-contract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by the Sub-RPU Entities. Contractor remains legally responsible for the performance of all Agreement terms including work performed by third parties under sub-contracts. Any sub-contracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by the Sub-RPU Entities for the performance of any sub-contractor whether approved by the Sub-RPU Entities or not.

**27. APPLICABLE LAW; VENUE**

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon the Sub-RPU Entities unless agreed in writing by the Sub-RPU Entities and their counsel.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in the county where services are being provided,

unless the parties agree otherwise or are otherwise required by law.

**28. BREACH OF AGREEMENT**

Upon breach of this Agreement by Contractor, the Sub-RPU Entities shall have all remedies available to it both in equity and/or at law.

**29. LIMITATION ON LIABILITY**

In the event there is a claim of breach against one or more of the Sub-RPU Entities that is a signatory to this Agreement, Contractor shall be limited to recovery against the breaching entity only. Contractor shall have no cause of action against the non-breaching Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns. Contractor expressly waives any right to recovery in any amount for any cause of action or legal theory against the non-breaching Sub-RPU Entities.

**30. REMEDY FOR BREACH AND RIGHT TO CURE**

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the Sub-RPU Entities may themselves perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse the Sub-RPU Entities for all such expenditures. Alternatively, the Sub-RPU Entities, at their option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the Sub-RPU Entities by law or as otherwise stated in this Agreement.

**31. SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

**32. CONFLICT OF INTEREST**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or sub-contractors, and the Sub-RPU Entities. Contractor shall ensure that no officer or employee of the Sub-RPU Entities is placed in a position that enables them to influence this Agreement in a manner that will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no employee of the Sub-RPU Entities shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the Sub-

RPU Entities.

**33. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

Contractor and any sub-contractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of the Sub-RPU Entities, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religion, political affiliation or belief, national origin (including limited English proficiency), ethnic group identification, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), sexual orientation, age, or disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of the Sub-RPU Entities' employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), Executive Order 11246, 20 CFR 683.285, 29 CFR Part 38, WIOA Section 188, and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all sub-agreements related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

**34. CAPTIONS**

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

**35. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the Sub-RPU Entities may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

**36. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

[Signature page follows]

**ProPath, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated



**County of Merced**

APPROVED AS TO LEGAL FORM  
MERCED COUNTY COUNSEL (\*If  
Applicable\*)

\_\_\_\_\_  
Signature

Jerald R. O'Banion  
Print Name

Chairman, Board of Supervisors  
Title

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated

**County of Kings**

APPROVED AS TO LEGAL FORM  
KINGS COUNTY COUNSEL

\_\_\_\_\_  
Signature

Joe Neves  
Print Name

Board of Supervisors-Chairman  
Title

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Kings County Counsel  
Title

\_\_\_\_\_  
Dated

**Madera County Workforce Investment Corporation**

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Signature

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Print Name

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Title

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Dated

**County of San Joaquin**

APPROVED AS TO LEGAL FORM  
SAN JOAQUIN COUNTY COUNSEL (\*If  
Applicable\*)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Title

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Dated

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Dated

**County of Stanislaus**

APPROVED AS TO LEGAL FORM  
STANISLAUS COUNTY COUNSEL (\*If  
Applicable\*)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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Title

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Dated

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Dated

**EXHIBIT “A”**  
**General Scope of Work**

**PURPOSE**

This “General Scope of Work” is intended to provide the services under this contract that will be rendered to all workforce bodies represented above as the Sub-RPU Entities.

**ONE-STOP OPERATOR ROLE**

Three major roles and duties of the One-Stop Operator (Contractor):

1. Facilitates collaboration and cooperation among Partners.
2. Validates and ensures partner organizations adhere to the Memorandum of Understanding (MOU) documents (Phase I and II) providing infrastructure and operations contributions as determined in the WIOA legislation.
3. The Contractor will act as a liaison between the Workforce Development Boards of the Sub-RPU Entities and the America’s Job Centers of California Partners (“AJCC”).

**DUTIES THAT MAY NOT BE PERFORMED IN ACCORDANCE WITH WIOA**

The following duties are not to be performed by the One-Stop Operator (Contractor) as they are the duties of the Sub-RPU Entities, unless specifically provided in another section of this AGREEMENT:

1. Convene system stakeholders to assist in the development of the local plan
2. Prepare and submit local plans (as required under sec. 107 of WIOA)
3. Be responsible for oversight of itself
4. Manage or significantly participate in the competitive selection process for one-stop operators
5. Select or terminate one-stop operators, career services, and youth providers
6. Negotiate local performance accountability measures
7. Develop and submit budget for activities of the Local Board in the local area

**CONFLICT OF INTEREST AND FIREWALLS**

In order to ensure that no conflict of interest and proper Workforce Innovation and Opportunity Act firewalls are maintained, the following specific rights and responsibilities will be completed by the Contractor and Sub-RPU Entities:

1. The separate Workforce Development Boards of the Sub-RPU Entities will provide oversight of Contractor.
2. Contractor will have no duties related to procurement and contract selection, determination, termination, negotiation, or development related to one-stop operators, career services, youth providers, and other agencies.
3. Contractor will facilitate stakeholder engagement but will have no role in direct referrals or service provision.

## CONTRACTOR FACILITATION ROLE DELIVERABLES

DESCRIPTION	DELIVERABLES
Be the point of contact regarding issues that are substantive to the partners in the separate areas of responsibility for the Sub-RPU Entities	<ol style="list-style-type: none"> <li>1. Ensure all partners have updated contact information</li> <li>2. Accessible to all partners</li> </ol>
Convene partner meetings on a determined schedule to discuss and share information.	<ol style="list-style-type: none"> <li>1. Disseminate updates regarding law and local procedures provided by Sub-RPU Entities or other designated staff to all partners</li> <li>2. Promote conversation around and the adoption of creative and innovative methods and best practices in the delivery of required services</li> <li>3. Promote continual development and enhancement of the Sub-RPU Entities workforce development system through a fully coordinated and integrated service delivery model that is market driven and offers value-added services to AJCC job seekers</li> <li>4. Improve client flow system for AJCC shared services including: <ol style="list-style-type: none"> <li>a. Cross-training,</li> <li>b. Policies and procedures training,</li> <li>c. Creation of a partner directory, and</li> <li>d. Collaborative efforts for process improvement</li> </ol> </li> <li>5. Document and disseminate each partner's services and procedures to all partners in each Sub-RPU Entities designated areas of operation and periodically update</li> </ol>
Determine meeting agendas for AJCC partner meetings.	<ol style="list-style-type: none"> <li>1. Create meeting agendas</li> <li>2. Provides minutes to attendees after each meeting</li> </ol>
Ensure relevant partners are invited and engaged.	<ol style="list-style-type: none"> <li>1. Send meeting invitations to core partners and additional stakeholders as identified by each of the Sub-RPU Entities.</li> <li>2. Follow-up with partners to encourage and confirm attendance.</li> </ol>

## VALIDATING ROLE DELIVERABLES

DESCRIPTION	DELIVERABLES
Ensure partner organizations adhere to the Memorandum of Understanding (MOU) documents (Phase I and II) providing infrastructure and operations contributions as determined in the WIOA legislation	<ol style="list-style-type: none"> <li>1. Contractor should provide partner coordination to ensure that the AJCC partners adhere to Memorandums of Understanding ("MOU").</li> <li>2. Facilitate alignment regarding the actual provision of career services and the referral system as agreed upon in the MOU.</li> <li>3. Refer any questions or issues related to MOU agreements to designated points of contact in each of the Sub-RPU Entities.</li> </ol>

**LIAISING ROLE DELIVERABLES**

**DESCRIPTION**

**DELIVERABLES**

The Contractor shall act as a liaison between the Sub-RPU Entities and the AJCC partners.

1. Provide all AJCC Partners with updated polices and ensure that partners are following the policies of the AJCC
2. Report to the separate Sub-RPU Entities or designated staff any AJCC operational issues and recommendations for partner coordination improvement.
3. Develop and submit a quarterly report to each of the Sub-RPU Entities that accurately measures and documents operator activities including AJCC partner coordination and activities, operations, performance and continuous improvement recommendations. The report is due 10 business days after the quarter closes and may be submitted via email
4. Attend and report on Contractor activities at WDB meetings for each of the Sub-RPU Entities as requested, but not less than once per quarter.
5. Adhere to and implement all Federal, State, and Board policies and guidance.
6. Follow and abide by any current and future WDB administrative directives of the separate Sub-RPU Entities, especially those directives concerning day-to-day operation of the AJCC, Equal Employment Opportunities, and the Americans with Disabilities Act.

**UPDATES**

The roles and responsibilities of the Contractor may be modified as follows:

1. Federal, state, and local law or requirements are enacted and implemented covering the workforce development system;
2. Regulations and procedures are developed or changed the U.S. Department of Labor;
3. WDB's governing boards adopt local direction and procedures; and
4. WDB develops and coordinates mandatory strategic initiatives for the local workforce development area.



**EXHIBIT “B”**  
**Stanislaus Additional Scope of Work**

ProPath, Inc shall provide the following:

1. Identify, schedule, and facilitate necessary cross-training opportunities for AJCC partner staff including but not limited to
  - a. CalJOBS, relevant State Directives,
  - b. Partner programs,
  - c. Referral procedures,
  - d. Mutual benefits of the AJCC,
  - e. Aligning programs with State and Local plan,
  - f. Implementation of policies established by Federal and State law and the Workforce Development Board, and
  - g. All other training as deemed necessary by Stanislaus County Workforce Development.
2. ProPath will be responsible for the content of training provided.
3. ProPath will develop processes for items identified in the AJCC Hallmarks of Excellence Certification as needing improvement. These processes will be discussed with Workforce Development staff and at partner meetings, if applicable, and implemented accordingly.

**EXHIBIT “C”**  
**Budget for Services**

<b>Service Description</b>	<b>Hours Assigned</b>	<b>Cost Per Hour</b>	<b>Total</b>
Participate in the coordination of partner meetings at least once a quarter. Contractor’s staff will attend the meeting in person, although there is the option to use other means to participate in meetings that are acceptable and approved in advance by the affected Sub-RPU. Contractor will establish a calendar of these meetings for the entire year. Additional meetings can be coordinated if suggested or needed to advance the collaboration or implement new policy or procedures.	200 Hours	<b>\$100/HOUR</b>	<b>\$20,000</b>
Provide quarterly reports to all parties in the SJV Sub-RPU concerning the assessment of compliance with the separate memorandums of understanding between service providers and one stop partners.	100 Hours		<b>\$10,000</b>
Provide an end of the year comprehensive report to all parties in the SJV Sub-RPU and present the Contractor’s findings to each workforce development board in person, and be available to respond to inquiries.	200 Hours		<b>\$20,000</b>
Implement policies established by the local Workforce Development Workforce Boards.	80 Hours		<b>\$8,000</b>
Complete all other duties that may be necessary to fulfill the requirements of 20 CFR 678.620 and maintain compliance as a One Stop Operator.	120 Hours		<b>\$12,000</b>
Additional Services: Exhibit “B”	Flat \$10,000		
Travel/Travel Expenses	Flat \$5,000		<b>\$5,000</b>
<b>TOTAL CONTRACT COST</b>			<b>\$85,000</b>



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 11, 2019

**SUBMITTED BY:** Behavioral Health – Lisa Lewis/Unchong Parry

**SUBJECT:** MENTAL HEALTH SERVICES ACT CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS PROGRAM PLAN REVISION

**SUMMARY:**

**Overview:**

Kings County Behavioral Health (KCBH) is requesting the Board’s approval of the Mental Health Services Act (MHSA) Capital Facilities and Technological Needs (CFTN) Program Plan revision.

**Recommendation:**

**Approve the Mental Health Services Act Capital Facilities and Technological Needs Program Plan revision for submission to the Department of Health Care Services.**

**Fiscal Impact:**

There is no fiscal impact to the County general fund. The program is fully funded by MHSA CFTN fund, and the program cost is \$1,087,498. This fund must be expended by June 30, 2020, which must be operated under the department’s Budget Unit 422200.

**BACKGROUND:**

The original CFTN Expenditure Extension Plan was approved by your Board on April 24, 2018. The plan included the County One Stop Center project in Avenal, California as outlined in the 2017-2020 MHSA Kings County Three Year Plan. The Board approved the CFTN Expenditure Extension Plan, which was then submitted to and approved by the DHCS in May of 2018.

Due to limited funding sources and time constraints, KCBH was not able to successfully collaborate to execute the One Stop Center plan to construct a 5,000 square foot One Stop services facility on County owned property in the City of Avenal, as described in the original CFTN Program and Plan.

**(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**

### **MENTAL HEALTH SERVICES ACT CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS PROGRAM PLAN REVISION**

**June 11, 2019**

**Page 2 of 2**

In congruence with the purpose of CFTN funding, The Mental Health Services Oversight and Accountability Commission (MHSOAC) defines CFTN as the Capital Facilities & Technological Needs component that works towards the creation of a facility that is used for the delivery of MHSA services to mental health clients and their families or for administrative offices. Funds may also be used to support an increase in peer-support and consumer-run facilities, development of community-based settings, and the development of a technological infrastructure for the mental health system to facilitate the highest quality and cost-effective services and supports for clients and their families.

The Kings County owned building that is currently being utilized by Kings View Counseling Services (KVCS) was selected as the new MHSA CFTN project. This new MHSA CFTN Program Plan is to remodel the Kings View building, and the project cost is \$937,498. The remaining \$100,000 will be utilized for Behavioral Health Electronic Health Records outlined in the original Plan 1B in the 2017-2020 MHSA Three Year Program and Expenditure Plan.

KVCS is the largest KCBH contracted Mental Health Service Provider, and the existing building is currently in need of remodeling due to expanding clinical services for both children and adult populations. The original building structure was built in 1978, and is approximately 22,000 square feet. In the 30 years since the County owned building was constructed, much has changed in the way buildings are designed and in the way mental health services are administered.

Public Works Department will be facilitating the design and construction process of this remodel project. The architect company was selected through the request for proposal process, where only one proposal received, and was awarded on April 9, 2019 to Chas Rhoads Architecture. The estimated project completion date is June 30, 2020.



**Capital Facilities and Technological Needs (CFTN) Expenditure Plan**

**Included in 2019/2020 MHSA Annual Update**

## **Introduction**

Kings County Behavioral Health (KCBH) will outline how it plans to expend \$1,087,498 of Mental Health Services Act (MHSA) Capital Facilities and Technological Needs (CFTN) funding within stipulated time frames and will include this Plan in the 2019/2020 Kings County MHSA Proposition 63 <sup>(1)</sup> 2019/2020 Annual Update. The Plan is separated into two specific areas: **Plan 1A. Kings View Counseling Services Building Remodel & Plan 1B. Electronic Health Records**

In alignment with the Department of Health Care Services (DHCS) Information Notice (IN) 17-059 <sup>(2)</sup>, KCBH has created CFTN funding utilization **Plan 1A. Kings View Counseling Services Building Remodel**, to purpose \$987,498 of available CFTN funding to be expended in accordance with AB 114 Welfare and Institutions Code (WIC) 5892.1 <sup>(3)</sup>. The remaining amount of CFTN funding in the amount of \$100,000 will be fully expended in the manner outlined in **Plan 1B. Electronic Health Records**. All aforementioned CFTN funds will be expended by June 30, 2020.

### **Plan 1A. Kings View Counseling Services Building Remodel - Background**

Kings County received an allocation totaling \$1,087,498 via CFTN funds which includes Fiscal Year (FY) 2007/2008 \$750,000 and FY 2012/2013 \$337,498. These funds were earmarked to be utilized in subsequent MHSA Three-Year Program and Expenditure Plans or Annual Updates, specifically for Capital Projects and Technological needs.

Multiple needs assessments and community forums have identified a Kings County owned building located at 1393 Bailey Drive, Hanford, CA 93230 as being in need of remodeling for the purpose of consumer benefit. The Kings County owned building is currently being occupied and utilized by Kings View Counseling Services (KVCS). KVCS is the largest KCBH contracted Mental Health Provider and the existing building is currently in need of remodeling due to expanding clinical services for both children and adult populations.

The original building structure was built in 1978 and is approximately 22,000 square feet. In the 30 years since the county owned building was constructed, much has changed in the way buildings are designed and in the way mental health services are administered.

Currently, the KVCS building houses the following programs: The Oak Wellness Drop in Center, Children's Services Department, Adult Services Department, Crisis Services Department, Access Services Department, Medication Services utilizing five subcontracted providers, Billing Department, Administrative Department, Fiscal Department, Medical Records Department, Information Technology

Department, Prevention and Early Intervention Department, Substance Use Disorders Department, Projects for Assistance in Transition from Homelessness, and the Community Integrative Treatment Department.

KVCS is currently experiencing expanding clinical services for both children and adults consumers. Currently, there exists only one entrance and lobby area for both children and adult consumers and that area experiences a high volume of consumer foot traffic and populations mixing which has led to problematic seating and increased consumer stressors while waiting for services. On average, KVCS serves 186 consumers per day. The staffing pattern currently exists at an average of 95-100 staff members.

The KVCS consumers would greatly benefit from the building remodel. One of the most significant benefits to consumers and their families will be the separation of entrances and lobby areas for both children and adults. One specific entrance dedicated to minor children and their care givers would create a more child friendly environment specifically designed for that population. Adult consumers would experience more seating options and reduced environmental stressors.

Having separate entrances for both target populations decreases environmental stressors for both children and adult consumers and increases privacy and confidentiality.

KCBH has adopted the paradigm of utilizing the Substance Abuse and Mental Health Services Administration (SAMHSA) Wellness Initiative (4) and intends on incorporating a Wellness and Recovery approach to the Remodeling of the KVCS building. The Wellness and Recovery approach is a key component of KCBH's overall system of care as evident by the Department's mission statement, *"To promote, support, and invest in the wellness and recovery of individuals living in the communities of Kings County by creating opportunities to contribute, learn, work, and find hope in each day (5)"*.

In congruence with the purpose of CFTN funding, the Mental Health Services Oversight and Accountability Commission (MHSOAC) defines CFTN as:

*"The Capital Facilities & Technological Needs component works towards the creation of a facility that is used for the delivery of MHS services to mental health clients and their families or for administrative offices. Funds may also be used to support an increase in peer-support and consumer-run facilities, development of community-based settings, and the development of a technological infrastructure for the mental health system to facilitate the highest quality and cost-effective services and supports for clients and their families (6)"*.

### **Plan 1A. Kings View Counseling Services Building Remodel – Current Plan**

The Plan is to improve accessibility, security, confidentiality, and improve the overall consumer experience. The Plan will incorporate modern design features to create a more Wellness and Recovery oriented environment.

The Plan goal is to echo the philosophy of Wellness and Recovery within the KVCS Outpatient Clinic by remodeling many major areas of the clinical facility to be more welcoming, healing, and recovery oriented.

Modern facilities have been shown to improve the consumer experience through the creative use of light, color, and space, and are key components to successful continued consumer engagement.

Kings County will utilize CFTN funds up to the amount of \$987,498 and finalize Plan expenditures by June 30, 2019, in alignment with AB 114 (7) and the approved DHCS extension granted to Kings County in September 2018.

#### **The following are Key components of the Plan 1A. Kings View Counseling Services Building Remodel**

- Create a separate entrance and lobby area for children and their caregivers. Design and enhance the environment specifically for the target population. Replace the carpet and repaint that specific encompassing area in alignment with the Wellness and Recovery paradigm.
- Replace the carpet and repaint the adult entrance and lobby areas. Increase available seating options and create a more consumer friendly environment in alignment with the Wellness and Recovery paradigm.
- Paint and re-carpet facility hallways and corridors in alignment with the Wellness and Recovery paradigm.
- Create additional confidential works spaces to be utilized during clinical interaction with consumers.
- Paint and re-carpet confidential clinical offices in alignment with the Wellness and Recovery paradigm.
- Ensure that internal and external components of the facility are Americans with Disabilities Act (ADA) compliant.
- Improve building lighting as much a possible using natural and LED lights.
- Ensure the West access to the interior of the facility has restricted access to authorized staff only and addresses the current accessibility issue created by the Oak Wellness Drop in Center restroom placement.
- Create an ADA compliant restroom specifically for Oak Wellness Drop in Center consumers.
- Replace furniture with more comfortable and modern ergonomic features specific to children and adult consumers in alignment with the Wellness and Recovery paradigm.



### **Plan 1B. Electronic Health Records - Background**

The 2017-2020 Kings County MHSa Three year Program and Expenditure Plan has allocated \$100,000 of CFTN funding to be utilized for Electronic Records Implementation and Maintenance. KCBH introduced Anasazi to improve the quality of services through its fully functional Electronic Health Records (EHR) system. The EHR system increases efficiencies in reporting, billing, and retrieving and storing personal health information. Kings County would also like to pursue software add-ons or enhancements that will integrate outcomes measurement of programs and services with billing reconciliation functions. In order to fulfill that effort, Kings County will look into acquiring billing software. A fully functioning EHR allows for greater integration as well as smoother access to health information for treatment staff, as well as to pave the consumer's path to accessing personal health records.

### **Plan 1B. Electronic Health Records – Current Plan**

Moving forward with this Three Year Plan, KCBH will utilize CFTN funding to:

- Provide ongoing support and maintenance of Anasazi
- Continued acquisition of computers, laptops, smart boards, and other equipment as needed
- Continued acquisition of information or communication services/devices to support current programs use of the Anasazi system
- Acquisition and ongoing support and maintenance of new software add-ons or enhancements that measure outcomes of program and service participation, with a focus on PEI
- Acquisition and ongoing support of new software add-ons or enhancements to conduct full billing reconciliation

### **Conclusion**

In accordance with WIC 5840 (e)(8), the initial step community planning process was facilitated on March 19, 2019. The Plan was submitted for a 30 - day initial public comment period on March 23, 2019 via the Hanford Sentinel Newspaper. Kings County subsequently submitted the Plan for Public Hearing at the scheduled Kings County Behavioral Health Advisory Board (KCBHAB) meeting on April 22, 2019. The final step in the process will be to submit the Plan to the Kings County Board of Supervisors (KCBOS) for Board approval before the end of June 2019. Upon KCBHAB and KCBOS Plan approval, Kings County will submit the Plan to DHCS and MHSOAC within the 2018/19 MHSa Annual update.

## References

(1) Mental Health Services Act Proposition (63)

[https://www.dhcs.ca.gov/services/mh/Pages/MH\\_Prop63.aspx](https://www.dhcs.ca.gov/services/mh/Pages/MH_Prop63.aspx)

(2) Department of Health Care Services MHSUDS Information Notice 17-059

[https://www.dhcs.ca.gov/services/MH/Documents/FMORB/MHSUDS\\_Info\\_Notece\\_17-059\\_MHSA\\_Implement\\_WISection5892.1.pdf](https://www.dhcs.ca.gov/services/MH/Documents/FMORB/MHSUDS_Info_Notece_17-059_MHSA_Implement_WISection5892.1.pdf)

(3) Welfare and Institutions Code 5892.1

[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=5892.1.&lawCode=WIC](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=5892.1.&lawCode=WIC)

(4) Substance Abuse and Mental Health Services Administration

<https://store.samhsa.gov/product/SAMHSA-s-Wellness-Initiative-Wellness-Community-Power-Point-Presentation/sma16-4955>

(5) Kings County Behavioral Health Mission Statement

<http://www.kcbh.org/about-us.html>

(6) Mental Health Services Oversight and Accountability Commission

<http://mhsoac.ca.gov/components>

(7) Assembly Bill 114

[http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB114](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB114)

(8) Welfare and Institutions Code 5840 (e)

Kings County Behavioral Health  
Capital Facilities and Technological Needs  
Expenditure Plan

[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=5840.&lawCode=WIC](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=5840.&lawCode=WIC)



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 11, 2019

**SUBMITTED BY:** County Counsel – David Prentice

**SUBJECT:** RENEWAL OF THE PROCLAMATION OF A LOCAL EMERGENCY DUE  
HIGH FLOWS ON THE KINGS RIVER AND PROHIBITION  
RECREATIONAL ACTIVITY ON THE RIVER AND CLOSURE OF PARKS  
THAT ABUT THE RIVER

**SUMMARY:**

**Overview:**

On May 21, 2019, the Kings County Board of Supervisors ratified the proclamation of a local emergency due to high flows on the Kings River prohibiting recreational activity on the river and closure of parks that abut the river. The continuance of unsafe conditions on the Kings River necessitates a renewal of the emergency proclamation.

**Recommendation:**

**Renew the Proclamation of Emergency due to high flows on the Kings River, and continue the Prohibition of Recreational Activity on the Kings River, and the closure of parks that abut the Kings River.**

**Fiscal Impact:**

None.

**BACKGROUND:**

The California Emergency Services Act, Government Code section 8550, et seq., authorizes the Board of Supervisors (“Board”) to proclaim local emergencies based on the “existence of conditions of disaster or of extreme peril to safety of persons and property....” (Gov. Code § 8558, subd. (c)).

(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**

### **RENEWAL OF THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO HIGH FLOWS ON THE KINGS RIVER AND PROHIBITION OF RECREATIONAL ACTIVITY ON THE RIVER AND CLOSURE OF PARKS THAT ABUT THE RIVER**

**June 11, 2019**

**Page 2 of 2**

On May 16, 2019, the Kings County Emergency Services Director proclaimed a local emergency due to high flows on the Kings River, prohibiting recreational activity on the river and closure of parks that abut the river (Proclamation 19-01). The proclamation came before the Board and was ratified on May 21, 2019. This past winter and spring storms resulted in a snowpack above Pine Flat Dam at 151% of normal. The California Department of Water Resources' final Phillips Survey of 2019 reported not only a greater snowpack but also an increased snow water equivalent of 144% above average. As a result, the Department's updated water supply forecast anticipates the watershed from Pine Flat Reservoir at 175% above the fifty-year average.

As of June 7, 2019, the release of water from Pine Flat Dam has increased to rates ranging from 10,234 to 10,516 cubic feet per second, and the National Weather Service in Hanford had a flood advisory in effect for the Kings River northeast of Kings County. Moreover, the National Weather Service forecasted high temperatures ranging from 91 to 103 degrees at Pine Flat Dam from June 8, 2019, through June 12, 2019, increasing the snow melt and runoff. The Kings County Sheriff's Department reports the depth, speed, and cold temperature of the Kings River continue to be a danger, which will necessitate water rescues if the River should be open for use. In addition, the debris upstream remains a hazard as it may be dislodged by the increased flow rate and could create underwater hazards downstream exacerbating the risks inherent in the increased flows themselves. Finally, warmer temperatures and summer activities around the Kings River increase the likelihood of injury or death due to these conditions. For these reasons, the proclamation of a local emergency is recommended for renewal. The renewal will continue the emergency proclamation for twenty-eight days. Any further extension of the proclamation will require Board action. The proclamation will terminate on its own terms, without further Board action, in the event the flow reaches 6,200 cubic feet per second for a period of four consecutive days at the Pine Flat Dam monitoring station.

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

\*\*\*\*\*

IN THE MATTER OF RENEWING THE  
PROCLAMATION OF A LOCAL EMERGENCY  
DUE TO HIGH FLOWS ON THE KINGS RIVER  
AND PROHIBITION OF RECREATIONAL  
ACTIVITY ON THE RIVER AND CLOSURE  
OF PARKS THAT ABUT THE RIVER \_\_\_\_\_/

RESOLUTION NO. 19-043.1

WHEREAS, on May 16, 2019, the Kings County Emergency Services Director proclaimed a local emergency due to high flows on the Kings River prohibiting recreational activity on the river and closure of parks that abut the river (Proclamation 19-01); and

WHEREAS, on May 21, 2019, the Kings County Board of Supervisors ratified the proclamation and declared a local emergency; and

WHEREAS, the California Department of Water Resources' updated water supply forecast anticipates the watershed from Pine Flat Reservoir at 175% above the fifty-year average; and

WHEREAS, as of June 7, 2019, the release of water from Pine Flat Dam has increased to rates ranging from 10,234 to 10,516 cubic feet per second; and

WHEREAS, on June 7, 2019, the National Weather Service in Hanford has a flood advisory in effect for the Kings River northeast of Kings County; and

WHEREAS, the National Weather Service forecasts high temperatures ranging from 91 to 103 degrees at Pine Flat Dam from June 8, 2019, through June 12, 2019; and

WHEREAS, the Kings County Sheriff's Department reports the depth, speed, and temperature of the Kings River along with debris upstream continue to be a danger necessitating water rescues; and

WHEREAS, the high water flow, high temperatures, and possible water hazards require prohibition of persons from being on the Kings River; and

WHEREAS, this Resolution will continue for twenty-eight days, unless and until the flows at the Pine Flat Dam return to 6200 cubic feet per second for a period of four consecutive days, at which time this Resolution will automatically suspend; and

WHEREAS, if this Resolution is suspended, enforcement of the urgency ordinance will suspend as well and may then be reinstated during its existence only by subsequent proclamation and ratification consistent with Government Code section 8630 and Kings County Code of Ordinances Section 6-7.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** as follows:

1. Pursuant to California Government Code section 8630 and Section 6-7 of the Kings County Code of Ordinances, and in order to protect the health, safety and welfare of the residents of, and visitors to, Kings County, the Kings County Board of Supervisors hereby renews its proclamation of a local emergency in Kings County that now exists due high flows in the Kings River; and

2. During the existence of this local emergency, all persons are prohibited from being on or in the waters of the Kings River and the parks that abut the Kings River. This prohibition includes, but is not limited to, boating with motorized or non-motorized boats, use of personal watercraft, sailing, water-skiing, canoeing, kayaking, rafting, floating, wading and swimming; and

3. This Resolution will remain in effect for twenty-eight days, or until such time that the Pine Flat Dam's releases fall below 6200 cubic feet per second for four consecutive days or until the Kings County Board of Supervisors terminates this proclamation or allows it to expire, whichever occurs first; and

4. Joe Neves, Director of Emergency Services, is hereby designated as the authorized representative of the County of Kings for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance with respect to said emergency condition.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held June 11, 2019, by the following vote:

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

\_\_\_\_\_  
Joe Neves, Chairman of the Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this 11th day of June, 2019.

\_\_\_\_\_  
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 June 11, 2019

**SUBMITTED BY:** Fire Department– Clay Smith/Ivy Webb  
**SUBJECT:** UNITED STATES DEPARTMENT OF AGRICULTURE RURAL  
DEVELOPMENT COMMUNITY FACILITIES GRANT  
**SUMMARY:**

**Overview:**

The Kings County Fire Department applied for the United States Department of Agriculture Rural Development Community Facilities Grant on November 27, 2018 to support the purchase of specialized firefighting equipment. The Kings County Fire Department determined eDraulic HURST battery-powered rescue tools were a priority to supplement its operations at Kettleman City Fire Station 9. Therefore, the Department’s application for specialized firefighting equipment was designed around this need, which was subsequently approved by the United States Department of Agriculture on June 4, 2019.

**Recommendation:**

1. Authorize the Fire Chief to retroactively accept and sign the grant documents and any other documents as necessary for the United States Department of Agriculture Rural Development Community Facilities Grant for the date of June 6, 2019; and
2. Authorize the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required)

**Fiscal Impact:**

Based on the quote received on April 10, 2019, the total project budget is \$36,593. The cost share for this grant is 75% federal and 25% non-federal funding. The federal share for this project is \$27,444 and the non-federal share is \$9,149. The United States Department of Agriculture Rural Development Community Facilities Grant will distribute the federal share totaling \$27,444. The Department will fund the remaining non-federal share totaling \$9,149 from Budget Unit 241000 and Account 82228000. This project is solely for the purchase of equipment.

(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**

### **UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT COMMUNITY FACILITIES GRANT**

**June 11, 2019**

**Page 2 of 2**

#### **BACKGROUND:**

On November 27, 2018, the Kings County Fire Department applied for the United States Department of Agriculture Rural Development Community Facilities Grant to support the purchase of specialized firefighting equipment. The project proposal includes the purchase of one eDraulic HURST cutter package, ram package, spreader package, power supply and charger. The eDraulic HURST tools can best be described as battery-powered rescue tools used to cut, pull, grip, spread, or dismantle high-strength steel.

The Department currently possesses two donated sets of eDraulic HURST tools; the sets are housed at Kingsburg Fire Station 1 and Lemoore Fire Station 7 where there is a need for the battery-powered rescue tools. However, there is an increasing demand to have a set of eDraulic HURST tools at Kettleman City Fire Station 9. Interstate 5 travels alongside Kettleman City and is the halfway point between Los Angeles and San Francisco making it a heavily travelled corridor. The Department's acquisition of a third set of eDraulic HURST tools for Kettleman City Fire Station 9 will have a dramatic impact on the population served. Specifically, this equipment will allow fire safety personnel to respond quickly with the necessary equipment to effectively perform rescue and recovery operations.

On November 27, 2018, the Kings County Association of Governments received notification of the Department's grant proposal for federal funding. The Kings County Association of Governments then reviewed the Department's proposal as the area wide planning organization and clearinghouse acting in its role as coordinator of local grant proposals. On January 24, 2019, the Department received notification from the Kings County Association of Governments that the project does not duplicate or conflict with any programs of the Kings County Sheriff's Office, Kings County Office of Education, Kings County Environmental Health Services, City of Hanford Public Works, City of Avenal, City of Lemoore and the Lemoore Volunteer Fire Department. Furthermore, the Kings County Association of Governments indicated the project does not unnecessarily conflict with any County programs, is timely, and should be undertaken. Subsequently, the United States Department of Agriculture reviewed and approved the grant proposal and notified the County of such approval on June 4, 2019.

Due to time constraints, the United States Department of Agriculture requires that the County accept and sign the grant agreement by June 12, 2019 in order to be eligible to accept the \$27,444 in federal funding. The Department is seeking to retroactively accept and sign the grant agreement.

A copy of the grant application is on file with the Clerk of the Board.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 11, 2019

**SUBMITTED BY:** Job Training Office – Lance Lippincott

**SUBJECT:** KINGS COUNTY WORKFORFCE DEVELOPMENT BOARD  
RECERTIFICATION

**SUMMARY:**

**Overview:**

In order to administer workforce services and resources under the Workforce Innovation and Opportunity Act, each local area is required to apply for recertification. The process and requirements of recertification are specified in the California Employment Development Department Active Directive WSD18-14.

**Recommendation:**

**Authorize the Chairman to sign the Application for Subsequent Local Area Designation and Local Board Recertification Program Year 2019-2021 to administer workforce services and resources under the Workforce Innovation and Opportunity Act.**

**Fiscal Impact:**

There is no cost associated with this application. Failure to execute the application and submit it to the California Workforce Development Board may result in decertification and withdrawal of federal workforce funding.

**BACKGROUND:**

The Workforce Innovation and Opportunity Act Sections 106 and 107 provide criteria for subsequent designation of local workforce areas and recertification of local workforce development boards. Specifically, the Governor is required to certify one local board for each local area in the State that has received initial designation status. Kings County has received initial designation status as a local workforce area, and

(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**

### **KINGS COUNTY WORKFORFCE DEVELOPMENT BOARD RECERTIFICATION**

**June 11, 2019**

**Page 2 of 2**

workforce funding is administered by the Kings County Workforce Development Board, through the Kings County Job Training Office. The Kings County Workforce Development Board is a business led board that is appointed by the Kings County Board of Supervisors. The Kings County Workforce Development Board is tasked with providing opportunities for eligible residents to receive subsidized training and employment opportunities to secure a living wage. This in turn provides access to local businesses to a skilled workforce, helping to stimulate economic growth.

Recertification of local boards takes place every two years, and is based upon several factors, including performance and board composition compliance.

# **Existing Local Area**

**Application for Subsequent Local Area Designation  
and  
Local Board Recertification  
Program Year 2019-21**

**Local Workforce Development Area**

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Kings County



## Local Board Membership

The WIOA Section 107(b)(2)(A) through (E) states the requirements for nominating and selecting members in each membership category. The WIOA Section 107(b)(2)(A) requires that business members constitute a majority of the Local Board. The chairperson shall be a business representative, per WIOA Section 107(b)(3).

The Local Chief Elected Official (CEO) is required to provide the names of the individuals appointed for each category listed on the following pages, and attach a roster of the current Local Board which identifies each member's respective membership category.

*Business* – A majority of the members must be representatives of business in the Local Area who (i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policy-making or hiring authority; (ii) represent businesses, including small businesses, or organizations; and (iii) are appointed from among individuals nominated by local business organizations and business trade association (WIOA Section 107[b][2][A]).

Please identify the Local Board chairperson by typing CHAIR after his/her name.

Name	Title	Entity	Appointment Date	Term End Date
Nancy Silva- CHAIR	Co-Owner	Silva Dental	Original- 3/31/2009	6/30/2019
Garrett Barth	Retail Manager	Lowes	Original- 6/25/2013	6/30/2019
Jeanette Tackett	Owner	JH Tackett Marketing, Inc.	Original- 5/12/2015	6/30/2020
Dominique Butler	Manager	Comfort Inn	Original- 06/25/2013	6/30/2020
Joanne Doerter	General Manager	Hanford Mall	Original- 4/30/2013	6/30/2020
Buzz Feleke	Owner	B&D Quality Cleaners/Rebekah's Espresso/Joshua's Roasting	Original- 5/15/2012	6/30/2020
Janet Long	Vice President	Bank of the West	Original- 5/31/2000	6/30/2021
Antonio Martin	Manager	Aqua Azul Corp	Original- 6/9/2013	6/30/2020
Pauline Hershey	Owner	All Valley Printing	Original- 2/25/2003	6/30/2021

Doris Tetz-Carpenter	Vice President of Talent Strategy	Adventist Health	Original-6/25/2013	6/30/2019
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*Labor* – Not less than 20 percent of the members must be representatives of workforce within the Local Area who must include: (i) representatives of labor organizations who have been nominated by state labor federations; (ii) a member of a labor organization or a training director from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area; and may include: (iii) representatives of community based organizations with demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, veterans, or individuals with disabilities; and (iv) representatives of organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth and/or out-of-school youth (WIOA Section 107[b][2][B]).

*California Unemployment Insurance Code* (CUIC) Section 14202(b) further requires and specifies that at least **15 percent** of Local Board members shall be representatives of labor organizations unless the local labor federation fails to nominate enough members. For a local area in which no employees are represented by such organizations, other representatives of employees shall be appointed to the board but any local board that appoints representatives of employees that are not nominated by local labor federations shall demonstrate that no employees are represented by such organizations in the local area.

Name	Title	Entity	Appointment Date	Term End Date
Ronnie Jungk	Director of Membership Development	IBEW Local 100	Recent-6/28/2016	6/30/2019
Kenny Lavinder	Business Rep.	Carpenters Local 1109	Original-3/25/2014	6/30/2021
Chuck Stanton		IBEW Local 100, JATC	Original-3/31/2009	
Dan Ramirez	Administrative Services Manager	Proteus	Recent-2/13/2018	6/30/2020

*Education* – Each Local Board shall include representatives of entities administering education and training activities in the Local Area who must include (i) a representative of eligible providers administering WIOA Title II adult education and literacy activities; (ii) a representative of institutions of higher education providing workforce investment activities; and may include (iii) representatives of local educational agencies, and community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment (WIOA Section 107[b][2][C]).

Name	Title	Entity	Appointment Date	Term End Date
Dr. Kristin Robinson	Provost	College of the Sequoias		6/30/2021
Title II Representative (Unexpected Vacancy) <sup>1</sup>				

*Economic and Community Development* – Each Local Board shall include representatives of governmental, economic, and community development entities serving the Local Area who must include (i) a representative of economic and community development entities; (ii) a representative from the state employment service office under the Wagner-Peyser Act; (iii) a representative of the Vocational Rehabilitation program; and may include (iv) representatives of agencies or entities administering programs serving the Local Area relating to transportation, housing, and public assistance; (v) Representatives of philanthropic organizations serving the Local Area; and (E) individuals or representatives of entities as the local CEO in the Local Area may determine to be appropriate (WIOA Section 107[b][2][D] and [E]).

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<sup>1</sup> The Kings County Workforce Development Board has been soliciting applications for this vacancy and will have the position filled by its next regular board meeting in July 2019.



Name	Title	Entity	Appointment Date	Term End Date
Jeanette Tackett	Board of Directors-Member	Kings County Economic Development Corp.	Original-7/1/2014	6/30/2020
Janet Long	Board of Directors-Member	Kings County Economic Development Corp.	Original-5/31/2000	6/30/2021
Richard Valle	Supervisor District 2	Kings County	Recent-1/30/2019	1/30/2020
Wendy Lomelli	Employment Program Manager III	EDD	Original-5/9/2017	6/30/2021
Robert Kleyn	Staff Services Manager I	DOR	Original-6/12/2010	6/30/2021

### Sustained Fiscal Integrity

The Local Area hereby certifies that it has not been found in violation of one or more of the following during PY 16-17 or PY 17-18:

- *Final determination of significant finding(s)* from audits, evaluations, or other reviews conducted by state or local governmental agencies or the Department of Labor identifying issues of fiscal integrity or misexpended funds due to the willful disregard or failure to comply with any WIOA requirement, such as failure to grant priority of service or verify participant eligibility; or
- *Gross negligence* – defined as a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both; or
- *Failure to observe accepted standards of administration* – Local areas must have adhered to the applicable uniform administrative requirements set forth in Title 2 *Code of Federal Regulations* (CFR) Part 200, WIOA regulations, and state guidance (In alignment with WIOA Section 106[e][2]).

### Performed Successfully

The Local Area hereby certifies that it has performed successfully, defined as successfully negotiating PY 18-19 and PY 19-20 performance goals within their designated Regional Planning Unit in the following ways:

The Kings County Workforce Development Board engaged in regional negotiations of performance measures for the local area with the other entities in the San Joaquin Valley and associated counties Regional Planning Unit. Performance measures were agreed upon and were set.

### **Engaged in Regional Planning**

The Local Area hereby certifies that it has participated in and contributed to regional planning and negotiating regional performance measures in the following ways:

The Kings County Workforce Development Board was very active in the regional planning process through regular meetings with other local workforce areas in the region, collaborating on regional planning, coordinating regional planning forums for public involvement, and through other actions.

The Kings County Workforce Development Board also engages in regional performance measure negotiations as exemplified during the negotiations call, which all workforce development areas in the San Joaquin Valley and associated counties Regional Planning Unit were present.

### **Local Area Assurances**

Through PY 19-21, the Local Area assures that:

- A. It will comply with the applicable uniform administrative requirements, cost principles, and audit requirements (WIOA Section 184[a][2] and [3]).

Highlights of this assurance include:

- The Local Area's procurement procedures will avoid acquisition of unnecessary or duplicative items, software, and subscriptions (in alignment with Title 2 CFR Section 200.318).
- The Local Area will maintain and provide accounting and program records, including supporting source documentation, to auditors at all levels, as permitted by law (Title 2 CFR Section 200.508).

Note that failure to comply with the audit requirements specified in Title 2 CFR Part 200 Subpart F will subject the Local Area to potential cash hold (Title 2 CFR Section 200.338).

- B. All financial reporting will be done in compliance with federal and State regulations and guidance.

Highlights of this assurance include:

- Reporting will be done in compliance with Workforce Services Directive WSD16-13, *Monthly and Quarterly Financial Reporting Requirements*, (November 28, 2016).
- All close out reports will comply with the policies and procedures listed in WSD16-05, *WIOA Closeout Requirements* (July 29, 2016).

Note that failure to comply with financial reporting requirements will subject the Local Area to potential cash hold. (Title 2 CFR Section 200.338)

C. Funds will be spent in accordance with federal and state laws, regulations, and guidance.

Highlights of this assurance include:

- The Local Area will meet the requirements of the *California Unemployment Insurance Code Section 14211*, to spend a minimum of 30 percent of combined total of WIOA Title I adult and dislocated worker formula fund allocations on training services.
  - The Local Area will not use funds to assist, promote, or deter union organizing (WIOA Section 181[b][7]).
- D. The Local Board will select the America's Job Center of California<sup>SM</sup> operator(s), with the agreement of the local CEO, through a competitive process such as a Request for Proposal, unless granted a waiver by the state (WIOA Section 121[d][2][A] and 107[g][2]).
- E. The Local Board will collect, enter, and maintain data related to participant enrollment, activities, and performance necessary to meet all CalJOBS<sup>SM</sup> reporting requirements and deadlines.
- F. The Local Board will comply with the nondiscrimination provisions of WIOA Section 188, including the collection of necessary data.
- G. The Local Area will engage in and contribute to, regional planning and regional plan implementation (for example, Local Area has participated in regional planning meetings and regional plan implementation efforts, and the Local Board and local CEO have reviewed and approved the regional plan and modifications).
- H. The Local Area will participate in regional performance negotiations.

- I. It will comply with CWDB policies and guidelines, legislative mandates and/or other special provisions as may be required under federal law or policy, including the WIOA or state legislation.
  
- J. Priority shall be given to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career and training services funded by WIOA Adult funding (WIOA Section 134[c][3][E] and *Training and Employment Guidance Letter* [TEGL] 10-09, and TEGL 19-16).

**Application Signature Page**

**Instructions** – The local CEO and Local Board chair must sign and date this form. Include the original signatures in the application package.

By signing the application below, the local CEO and Local Board chair request initial designation of the existing Local Area and initial certification of the existing Local Board. They certify that the Local Area has performed successfully, sustained fiscal integrity during PY 16-2017 or PY 17-18, and engaged in the regional planning process as described in WIOA Section 106(c)(1). Additionally, they agree to abide by the Local Area assurances included in this application.

Local Workforce Development Board Chair

Local Chief Elected Official

*Nancy Silva*  
\_\_\_\_\_  
Signature

Nancy Silva

\_\_\_\_\_  
Name

Chairperson-Kings County WDB

\_\_\_\_\_  
Title

*6/4/19*  
\_\_\_\_\_  
Date

Date

\_\_\_\_\_  
Signature

Joe Neves

\_\_\_\_\_  
Name

Chairman-Kings County Board of Supervisors

\_\_\_\_\_  
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 June 11, 2019

**SUBMITTED BY:** Library – Natalie R. Rencher  
**SUBJECT:** HANFORD LIBRARY CHILLER REPLACEMENT

**SUMMARY:**

**Overview:**

The air conditioning chiller at the Kings County Library, Hanford Branch must be replaced due to catastrophic failure to the entire system. The library is requesting authorization to purchase and install a new chiller, and for the rental of a temporary chiller until the new one is complete by using funds from Contingencies for Library.

**Recommendation:**

1. Authorize the Chairman to sign the Agreement with EMCOR Services for the purchase and installation of a new chiller system; and
2. Authorize the Purchasing Manager to sign a purchase order to rent a temporary chiller; and
3. Authorize the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 votes)

**Fiscal Impact:**

There is no fiscal impact to the County general fund. Funds will be expended out of the Library Budget Unit 620000. Funds will be transferred out from Budget Unit 990200 (Contingencies for Library), Account #82900000, in the amount of \$161,065; \$112,065 for the chiller purchase and \$49,000 for the chiller rental. Contingency funds will be transferred to Account # 82420080 (HVAC Upgrade) in the amount not to exceed \$161,065.

**BACKGROUND:**

The chiller unit at the Hanford Branch Library is in urgent need of replacement. The existing chiller's heat exchanger cracked forcing water into the chiller, which caused a catastrophic failure to the entire chiller system  
**(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**

### **HANFORD LIBRARY CHILLER REPLACEMENT**

**June 11, 2019**

**Page 2 of 2**

on April 22, 2019. The replacement project will consist of renting a temporary chiller until the new chiller system is purchased and installed. The estimated lead time for the new chiller to be delivered and installed is approximately twelve (12) weeks.

The proposal by EMCOR Services has been reviewed by the Purchasing Manager and County Counsel.



# Rental Quote

## Quote P58438

10273 GOLDEN STATE BLVD, SELMA, CA 93662  
 QPS FRESNO Ph: 559-896-4040 Fax: 559-891-6704

Date Out: **05/22/2019 Wed 07:00 AM**  
 Est. Date In: **06/19/2019 Wed 07:00 AM**  
 Delivery Date: **05/22/2019 Wed 07:00 AM**

Jobsite: **KINGS CO LIBRARY**  
 Contact: **JIM HENDERSON**  
 Phone: **559 380 5689**  
**KINGS COUNTY LIBRARY**  
**JIM HENDERSON**  
**401 N DOUTY ST**  
**HANFORD, CA 93230**

Bill to: Customer: **355800**  
**KINGS COUNTY - PUBLIC WORKS**  
**Attention: Account Payable**  
**1400 W LACEY BLVD**  
**HANFORD, CA 93230**

Signed By: **JIM HENDERSON**  
 Order By: **JIM HENDERSON**

Written By: **Ed Herron**  
 Sales Rep: **ED HERRON**  
 PO #:

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
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### Rental Items

ALL RENTAL ITEMS ARE TAXABLE LINE ITEMS WITH (T) ARE TAXABLE					
1.	ID:NR11135 SERIAL:2EXM011669 MODEL:100TON 100TON CHILLER U 100TON	\$2,560	\$2,560	\$7,068	7,068.00
1.	WITH 200 X 4 CAMLOCK CHILLED WATER HOSE W/FITTINGS. ID:NR06912 SERIAL:/545001 MODEL:15HP 15HP ELECTRIC PUMP U 15HP	\$340	\$340	\$1,020	1,020.00

\*\*\*\*\*  
 RENTAL UNIT IS ON RENT UNTIL A CALL  
 OFF NUMBER IS CREATED.

RENTAL RATES APPLY REGARDLESS IF UNIT IS NOT  
 REQUIRED TO OPERATE. ANY SPECIAL PERMITS NEEDED  
 TO OPERATE ARE THE CUSTOMER'S RESPONSIBILITY.  
 IN ACCORDANCE WITH AIR QUALITY REQUIREMENTS,  
 CUSTOMERS MUST MAINTAIN MONTHLY LOCATION LOGS. LOG  
 SHEETS ARE LOCATED IN THE ENGINE COMPARTMENT DOOR.  
 COMPLETED LOGS MUST BE RETURNED WITH UNIT.  
 FOR MORE INFORMATION REFER TO ADDITIONAL TERMS AND  
 CONDITIONS. NOT APPLICABLE TO ELECTRIC MOTOR-DRIVEN  
 PRODUCT.

### Miscellaneous Items

1	ENV REC FEE 2(T)		2.00 %		161.76
1	TRANSPORT DEL(T)		1,350.00 each		1,350.00





# Rental Quote

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Signed By: **JIM HENDERSON**  
Order By: **JIM HENDERSON**

Written By: **Ed Herron**  
Sales Rep: **ED HERRON**  
PO #:

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
<b>Miscellaneous Items</b>				
1 TRANSPORT RETURN			1,350.00 each	1,350.00
State 7.25% Total Tax: 7.25%				695.98
<b>Total:</b>				<b>11,645.74</b>

# QUOTE

### AGREEMENT AND ACKNOWLEDGEMENT

**CARB REGULATIONS** When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment"; and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement, including the Additional Terms and Conditions attached hereto.

**AN ADDITIONAL 14% FEE WILL APPEAR ON FINAL INVOICE UNLESS FIRE, THEFT, VANDALISM WAIVER IS REJECTED. REJECTION OF THIS WAIVER REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE**

( ) REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

AGREED TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature) (Printed Name) (Title)

DATE OUT: \_\_\_\_\_ HRS OUT: \_\_\_\_\_ DATE IN: \_\_\_\_\_ HRS IN: \_\_\_\_\_ RETURNED BY: \_\_\_\_\_  
Printed on Tuesday, May 21, 2019 12:41:03 PM by EDHERRON P58438 Page 2 of 2

**IMPORTANT! PLEASE READ THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO BEFORE SIGNING**

*Proposal for:*

**KINGS COUNTY LIBRARY  
401 DOUTY STREET, HANFORD**

## **CHILLER SYSTEM REPLACEMENT**

*Presented to:*

Jim Henderson  
**County of Kings**  
1400 Lacey Blvd.  
Hanford, CA 93230



Rod Galvan  
EMCOR Service / Mesa Energy Systems, Inc.  
3980 N. Chestnut Diagonal, Suite 101  
Fresno, CA 93726  
(559) 277-7900

Date: June 3, 2019

Proposal Valid for 30 Day  
Quote Number: 19-13888



3980 N CHESTNUT DIAGONAL SUITE 101 • FRESNO, CA 93726 • (559) 277-7900 • FAX (559) 277-4920  
CCL # 611215

June 3, 2019

County of Kings  
Jim Henderson  
1400 Lacey Blvd.  
Hanford, CA 93230

**RE: Hanford Library Chiller Replacement**

Dear Jim,

EMCOR Service / Mesa Energy Systems, Inc. has looked at various options and lead times to try and get you and the County the best pricing and quickest ship time on this chiller.

We have looked at the top vendors and have come up with Carrier as having a “Condenser-less” remote water cooled chiller that will fit your needs.

Our proposal is based on information gather and discussed with the County and for which we will provide the labor, materials, equipment and the necessary rigging services to complete the following scope of work.

**SCOPE OF WORK – DX Condenser less Chiller:**

1. Isolate power to existing 80 ton DX condenser less chiller and prep for removal from basement.
2. Reclaim remaining refrigerant from system and dispose of per EPA guidelines.
3. Disconnect chiller and remove from site, Unit to be removed through existing door way.
4. County personnel to remove chilled water piping insulation prior to us arriving on site.
5. Modify chilled water piping to connect to new chiller connections.
6. Replace failed Chilled Water Pump during the chiller replacement process.
7. Modify refrigerant piping to connect to new chiller connections.
8. Re-connect main Electrical and low voltage to new chiller unit.
9. Provide new breaker at electrical panel for new chiller requirements.
10. Provide required crane service.
11. Perform start-up and place unit into operation.
12. Equipment has an estimated LEAD time of 11-12 weeks from when we issue PO to vendor.
13. Clean work area and provide maintenance personnel operating and maintenance instruction.

**CARRIER pricing for the above including all labor, materials and taxes is: \$112,065.00**  
*(One Hundred-Twelve thousand, Sixty-five dollars and zero cents)*

**Clarifications and Exclusions:**

1. Any permits or fees are excluded.
2. All work is quoted on a straight time basis with full access to the work areas as required, if however after hours or weekend overtime work is required in coordination with your facilities operation, additional charges for those overtime labor hours will be billed separately as an extra to this proposal.
3. This proposal includes the rental of the required refrigerant recovery and storage bottles.
4. This proposal includes the necessary crane services and time allotment required to safely perform the removal of the old equipment and its replacement.
5. Any other work other than as noted above is excluded.

Client Initials \_\_\_\_\_



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CCL # 611215

6. Any and all repair of existing equipment is excluded.
7. Any structural engineering is excluded.
8. Any Title 24 calculations are excluded.
9. Any engineered drawings are excluded.

### **General Project Clarifications**

#### **Concealed Conditions**

If concealed or unknown conditions of an unusual nature which affect the performance of the work are encountered below the roof line or above the ceiling or in an existing part of the building other than the work, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for in this Agreement, notice by the observing party shall be given promptly to the other party, if possible before conditions are disturbed and in no event later than fourteen days after first observance of the conditions. The Contract Sum shall be equitably adjusted for such concealed or unknown conditions by **Change Order** upon claim made within fourteen days after claimant becomes aware of the conditions.

#### **Regulatory Changes**

EMCOR Service / Mesa Energy Systems, Inc. shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws or regulations subsequent to the execution of this Agreement.

#### **Hazardous Materials**

County of Kings hereby agrees to indemnify, defend and hold harmless EMCOR Service / Mesa Energy Systems, Inc. and its agents, employees, consultants and subcontractors from and against any claim, damage, allegation, suit, cause of action, cost, loss, expense or injury in connection with Hazardous Materials not introduced to the Project by the Indemnified Parties, including, without limitation, all costs of remediation, experts, consultants or other costs in connection with Hazardous Materials associated with the Project.

#### **Unforeseen Conditions**

County of Kings understands and agrees that EMCOR Service / Mesa Energy Systems, Inc. shall not be liable for added costs or time delays caused by unforeseen conditions at the Project, including, without limitation, unanticipated rerouting of existing piping, fire sprinklers or gas piping. In the event that the fire sprinklers, water, electrical conduit or gas piping are required to be relocated, EMCOR Service / Mesa Energy Systems, Inc. shall not be responsible for such work.

#### **NFPA 70E**

EMCOR Mesa technicians are trained to understand the specific hazards associated with electrical energy according to *NFPA 70E, Standard for Electrical Safety in the Workplace*. They are trained in safety-related work practices and procedural requirements as necessary to provide protection from the electrical hazards associated with their respective job or task assignments. Documented safe work practices include lockout / tag out and energy isolation. Category 2 personal protective equipment is issued for electrical hazards while working on voltages between 50 and 480 volts. EMCOR Mesa's policy is to remove the energized electrical hazard by working on de-energized circuits and by using the written lockout / tag out policies and procedures when feasible.

### **Cost**

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CCL # 611215

**Please Note:** From time to time, the market dynamics of our business create volatility of some of the commodities contained in the this proposal and required for the completion of the above scope of work, including copper and steel, which cannot be anticipated at the time this proposal is submitted. As an equitable approach to this uncertainty, the proposal price shown above will be held firm for **30** days from the date shown at the top of this proposal. After that date expires, any increases in material costs will be passed onto County of Kings.

**Terms**

30% upon Mobilization, the remaining balance through Progress Billings  
**Net 30 Days**

Jim, please feel free to contact me with any questions or if you need any additional clarification at (559) 213-8845, if you would like for us to proceed with the above, please sign and date where shown below and return a copy to our office and we will get this work scheduled in coordination with you as soon as possible. Our fax number is (559) 277-4920.

I look forward to hearing from you and thank you for the opportunity to be of service to you and County of Kings.

Acceptance: County of Kings

Sincerely,  
EMCOR Service / Mesa Energy Systems

Rod Galvan  
Sales Manager Central California

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

Client Initials \_\_\_\_\_



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CCL # 611215

## Terms and Conditions

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon **County of Kings** operating and maintaining systems/equipment. **County of Kings** will do so in accordance with industry-accepted practices, or in consideration of our recommendations.
- C. **County of Kings** will provide and permit reasonable access to all areas where work is to be performed. EMCOR Service will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the **County of Kings** in accordance with EMCOR Service's currently established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. EMCOR Service will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. EMCOR Service is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Service.
- I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by *EMCOR Service*. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. EMCOR Service shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- L. EMCOR Service shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions or willful misconduct of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Service. In the event of additional freight, labor, or material costs resulting from **County of Kings** request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, **County of Kings** agrees to pay these additional costs at EMCOR Service's currently established rates.
- O. EMCOR Service's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be borne by **County of Kings** as an extra to the contract price.
- R. **County of Kings** agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Service's cost of performing this contract.
- S. **County of Kings** acknowledges and agrees that any purchase order issued by **County of Kings** in accordance with this Agreement, is intended only to establish payment authority for **County of Kings** internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the **County of Kings** purchase order will have any force or effect.





**ADDITIONAL REMARKS SCHEDULE**

AGENCY ***MARSH USA INC		NAMED INSURED MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY 2 CROMWELL IRVINE, CA 92618-2011	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Auto Physical Damage Comp / Coll Deductible \$500

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims as applicable), Insurer agrees to mail prior written notice of cancellation or material change to: Certificate Holder

Schedule

1. Number of days advance notice: For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation as provided in paragraph 2 of either the Cancellation Common Policy Conditions or as amended by the applicable state cancellation endorsement is increased to the lesser of 60 days or the number of days required in a written contract.

For non-payment of premium, The greater of (1) the number of days required by state law or (2) the number of days required by written contract.

2. Name:

Notice will be mailed to: Certificate holder



POLICY NUMBER: GL 6072246207  
Effective Date: 10-1-2018 to 10-1-2019  
Carrier: Continental Casualty Company

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you agree under a contract to waive your right to recover against them. You must agree to this waiver prior to the date of loss.

Information required to complete this Schedule. If not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: EMCOR Group, Inc.

Endorsement Effective Date: 10-1-2018 to 10-1-2019

### **SCHEDULE**

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS  
WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

---

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization for whom the Named Insured has agreed by written contract to furnish this waiver.

(This endorsement is not applicable in the states of California, Kentucky, New Hampshire, New Jersey, Missouri, Texas, and Utah.)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/2018 - 10/01/2019 Policy No: WC 6 072290921

Insurance Company: American Casualty Co. of Reading , PA

Countersigned by \_\_\_\_\_

POLICY NUMBER: GL 6072246207

CG 2010 10/93

Carrier: Continental Casualty Co

Effective date: 10/01/2018 - 10/01/2019

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED , OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ALL PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED BY CONTRACT TO ADD AS AN ADDITIONAL INSURED BUT ONLY IF THE PERSON OR ORGANIZATION DOES NOT QUALIFY AS AN ADDITIONAL INSURED WITH RESPECT TO WORK PERFORMED BY OR FOR YOU PURSUANT TO THAT CONTRACT ON ANOTHER ADDITIONAL INSURED ENDORSEMENT ATTACHED TO AND FORMING A PART OF THIS POLICY.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.



Countersigned by \_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED BY CONTRACT TO ADD AS AN ADDITIONAL INSURED FOR COMPLETED OPERATIONS COVERAGE BUT ONLY IF THE PERSON OR ORGANIZATION DOES NOT QUALIFY AS AN ADDITIONAL INSURED FOR COMPLETED OPERATIONS ON ANOTHER ADDITIONAL INSURED ENDORSEMENT ATTACHED TO AND FORMING A PART OF THIS POLICY

<b>Location(s) Of Covered Operations</b>
AS PER THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, PROVIDED THE LOCATION IS WITHIN THE "COVERAGE TERRITORY" OF THIS COVERAGE PART

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 11, 2019

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** RESOLUTION FOR HELP AMERICA VOTE ACT FUNDING

### **SUMMARY:**

#### **Overview:**

Help America Vote Act (HAVA) Federal funds are provided by the U.S. Election Assistance Commission for county efforts to improve cyber security and infrastructure related to VoteCal. Staff is requesting that your Board adopt a resolution that authorizes the execution of an agreement to participate in this program and receive these funds.

#### **Recommendation:**

- 1. Adopt a resolution that authorized 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. (4/5<sup>th</sup> vote required)**

#### **Fiscal Impact:**

Under this agreement Kings County is eligible to receive up to \$25,000 through the Secretary of State's office in State reimbursement funds for the County's efforts to assess and improve its cyber-security capabilities related to VoteCal.

### **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 non-discriminatory 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 of the HAVA Security grant program cover:

- Conducting security assessments
- Third party software and/or hardware in support of improving the county's cyber security capabilities related to VoteCal

(Cont'd)

**BOARD ACTION:**

APPROVED AS PRESENTED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk of the Board

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

## **Agenda Item**

### **RESOLUTION FOR HELP AMERICA VOTE ACT FUNDING**

**June 11, 2019**

**Page 2 of 2**

- Software, hardware or consulting services and/or any associated IT installation directly related to cyber security risks
- Privacy and security awareness training
- Server Securing and hardening
- VoteCal Testing
- Security documentation
- Systems Monitoring

VoteCal is California's centralized voter registration database that provides benefits to voters and election officials. VoteCal is used by county elections officials to help set up their elections. This includes placing voters into election precincts, determining which local, state, and congressional districts the voters fall into, keeping track of the political party preferences of each voter, and ensuring voters receive the state voter information guide for statewide elections and sample ballot pamphlets for all elections.

California law requires county elections officials and the Secretary of State to produce a number of reports, including the Report of Registration that breaks down California's registered voters into various categories, and the Statement of the Vote issued after each state election. All of these public reports and many others are produced through VoteCal.

The Elections Office was authorized to replace its current election system that was recently decertified by the Secretary of State's office to be used in future statewide elections. Phase two of the project will be to evaluate its elections software system and security. This grant will assist the County in that process.





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

---

Joe Neves, 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

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18G27116

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

January 2, 2019 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	2 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](http://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 11<sup>th</sup> 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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**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

**A. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide the County of **Kings** (County) with Help America Vote Act (HAVA) Federal funds provided by the U.S. Election Assistance Commission (EAC) for county efforts to improve cyber security and infrastructure related to VoteCal.

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

County: **Rebecca Campbell (559) 852-2378**  
SOS: **Harjit Basi (916) 695-1627**

**B. APPROPRIATE USES OF HAVA FUNDS**

HAVA funds received pursuant to this contract shall be used for reimbursement for costs reasonably incurred for:

1. Conducting security assessments, such as: penetration testing, scanning, phishing testing, red team exercises, social engineering, and wireless access discovery. An assessment should, at a minimum, include a review of:
  - Critical, high risk technology systems.
  - User access controls and passwords.
  - Internet facing systems to identify public facing vulnerabilities and configuration errors.
  - Applicable regulations and standards.
  - Multiprotocol Label Switching network access points between VoteCal and the county.
  - Patch management strategy.
  - All sensitive data that is maintained and its protection.
  - Incident response plans.
2. Third party software and/or hardware in support of improving the county's cyber security capabilities related to VoteCal. All hardware and/or third-party software must be in support of VoteCal infrastructure related to cyber security.
3. Software, hardware or consulting services and/or any associated IT installation directly related to cyber security risks.
4. Privacy and security awareness training to all staff utilizing the county voter registration and election information systems in accordance with State Administrative Manual (SAM) Sections 5320 – 5320.2 and the Information Practices Act of 1977 (California Civil Code §§1798 et seq). Training shall include cyber security best practices, including how to recognize a phishing email, creating and maintaining strong passwords, utilizing multi-factor authentication, and avoiding dangerous applications.

**EXHIBIT A**  
**(Standard Agreement)**

5. Physically securing servers hosting county voter registration and election information systems including the county's Election Management System (EMS) and county EMS databases as well as any Secretary of State property.
6. Properly updating and hardening servers hosting the county voter registration and election information systems including the county's EMS and county EMS databases as well as any Secretary of State property.
7. Establishing, maintaining and participating in the dedicated VoteCal County Test Environment (CTE).
8. Services to improve security practices and documentation, including drafting and documenting information security policies and procedures, an incident response plan to handle a security or data breach, or other critical documents related to security.
9. Monitoring systems and applications to prevent and detect data breaches or fraud including interconnected systems.

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 if an expenditure is reimbursable.

1. Costs not directly related to VoteCal infrastructure security.
2. Overhead costs.
3. Computers/Laptops/Tablets.
4. Blackberries/Smartphones (hand held computers).
5. Other office equipment, including but not limited to fax machines, copiers and scanners, unless prior approval has been obtained from the granting agency.
6. Office supplies, including but not limited to paper, pens and post-it notes.
7. Travel costs.

**C. CONDITION FOR RECEIVING FUNDS**

The County may seek reimbursement for the activities identified above, provided that the County has done both of the following within the six months preceding the claim for reimbursement:

1. Conducted an assessment identified in B(1) above.
2. Conducted privacy and security awareness training for all staff utilizing the county voter registration and election information systems including cyber security best practices identified in B(4) above.
3. Invoices must include itemized list of costs prior to reimbursement.

**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](mailto:AccountsPayable@sos.ca.gov). Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

- C. VoteCal will reimburse County as specified in Exhibit A 'Scope of Work', Section B 'Appropriate Uses of HAVA Funds'.

**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 year 2018/19, 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.



**EXHIBIT B  
(Standard Agreement)**

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.

**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 of Paragraph 9, below 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 Exhibit A 'Scope of Work', Section B 'Appropriate Uses of HAVA Funds'.

**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:

- A. Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work';
- B. Include the total amount of the claim;
- C. Include the agreement number on the face sheet;
- D. Identify whether additional claims are expected to be submitted;
- E. Include the hourly charge of any county staff for which a claim is made for their time;
- F. Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- G. Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County'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
- H. Include a copy of the contract if the County'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. Retroactive Payments**

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 1, 2018 and before June 30, 2021.

**11. 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.

**12. Deadline for Submitting Claims**

The deadline for submitting any claim under this program is September 30, 2021, which is 60 days after the expiration date of this agreement.

**13. Multiple Claims**

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

**14. 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>.

**15. Order of Processing**

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

**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](http://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 39.011. 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 Section 101.
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](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 funds;
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 and may only be used to meet Section 101 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](http://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**

**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.

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 'Scope of Work'.







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 11, 2019

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** RESOLUTION FOR THE VOTING SYSTEM REPLACEMENT AGREEMENT  
WITH THE SECRETARY OF STATE

### **SUMMARY:**

#### **Overview:**

The Board entered into an agreement on March 19, 2019 with the State of California Secretary of State's office to receive funding to upgrade the County's election equipment to comply with the California Voting Systems Standards (CVSSs). The agreement called for the Board to adopt a resolution authorizing it.

#### **Recommendation:**

**Adopt a resolution that authorized the Chairman to sign an agreement on March 19, 2019 with the California Secretary of State for State reimbursement funds for a new voting system.**

#### **Fiscal Impact:**

Under the agreement Kings County is eligible to receive up to \$341,500 in State reimbursement funds. The agreement requires that the County provide County match funds on a dollar-for-dollar basis for eligible expenditures, up the allocated amount on a reimbursement basis.

### **BACKGROUND:**

The purpose of the Agreement is to provide counties within the State of California, as appropriated by Assembly Bill 1824, chapter 38 (Stats. 2018), (Voting System Replacement Contracts), pursuant to California elections code §§ 19400 and 19402, administered by the Secretary of State, with State funds to reimburse counties for voting system replacement activities subject to the provisions of the agreement and all requirements of state and federal law, regulations and procedures. To be eligible for this funding a voting system certified by the Secretary of State must comply with the California Voting System Standards.

California's Fiscal Year 2018-2019 state budget provides \$134 million for counties for the replacement of voting systems, including all tabulation equipment, accessible equipment, election management system software and hardware, electronic poll books and ballot on demand printers. The cost includes a one-time purchase of all the necessary hardware, software, peripherals and one year's worth of software licenses. The \$134 million dollars will require that the County match funds for eligible expenditures on a dollar-for-dollar basis, up the allocated amount on a reimbursement basis. Under this agreement Kings County is eligible to receive up to

**BOARD ACTION:**

APPROVED AS PRESENTED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk of the Board

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

## **Agenda Item**

### **ELECTIONS EQUIPMENT REPLACEMENT**

**February 19, 2019**

**Page 2 of 2**

\$341,500 in State reimbursement funds. The agreement proposed resolution and adopted agreement are attached to this item.



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

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Joe Neves, Chairperson, Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 2019.

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Catherine Venturella  
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 June 11, 2019

**SUBMITTED BY:** Administration – Rebecca Campbell/Roger Bradley

**SUBJECT:** STUDY SESSION: CALIFORNIA VANPOOL AUTHORITY PROGRAM  
UPDATE

**SUMMARY:**

**Overview:**

The California Vanpool Authority (CalVans) Executive Director will update the Board on the organization's activities and programs provided within Kings County.

**Recommendation:**

**Receive the presentation.**

**Fiscal Impact:**

None.

**BACKGROUND:**

CalVans is a Joint Powers Agency that has been operating within Kings County since 2010. The CalVans program within the County has even deeper roots as a transit option under the Kings County Area Public Transit Agency (KCAPTA). The catalyst to develop CalVans occurred when a government employee who was living in Visalia and traveling to Corcoran learned that Caltrans was pulling the van it had been providing for her commute. The State employee reached out to Kings Area Rural Transit (KART) to request assistance with her transportation needs. The possibility of acquiring a van for her and her coworkers was discussed, and approved with one condition: all costs to use the van would have to be recouped from those participating in the vanpool. The endeavor proved both self-sustaining and successful.

(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**

### **STUDY SESSION: CALIFORNIA VANPOOL AUTHORITY PROGRAM UPDATE**

**June 11, 2019**

**Page 2 of 2**

The project, which began in 2001 with one van, expanded well beyond the boundaries of Kings County, and became known as CalVans. Today, CalVans has grown to include hundreds of vanpools tailored to meet the needs not only of government employees, but also student populations and commuters working in a variety of California industries.

The Executive Director of CalVans will be attending this meeting and will provide your Board with an update on the agencies efforts. Additionally, this will be his last presentation before your Board as he is retiring within the next few weeks, and he wishes to say goodbye to your Board at part of his farewell presentation.