

### Board Members

Doug Verboon, District 3, Chairman  
Craig Pedersen, District 4, Vice Chairman  
Joe Neves, District 1  
Richard Valle, District 2  
Richard Fagundes, District 5



### Staff

Rebecca Campbell, County Administrative Officer  
Lee Burdick, County Counsel  
Catherine Venturella, Clerk of the Board

## Board of Supervisors Regular Meeting Agenda

**Date:** Tuesday, March 24, 2020  
**Time:** 9:00 a.m.  
**Place:** Board of Supervisors Chambers, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

### **COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19**

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The County of Kings hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Supervisors by teleconference going forward, and will close its Board Chambers to the public generally, except as described below, until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, the County of Kings will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers. Members of the public who choose to attend the meeting virtually, using certain digital or landline phones, may listen to the audio broadcast of the meeting, but will not be able to comment during the meeting. Only those members of the public who cannot participate virtually, due to a need for a special accommodation (vision, hearing, etc.), may attend the meeting in the Board Chambers where efforts will be made to allow adequate social distancing and to ensure that exposed surfaces are sanitized. No more than 10 individuals will be allowed in the Board Chambers at a time. To secure the accommodation consistent with the American's with Disabilities Act and to attend in person, interested parties will need to contact the Clerk of the Board of Supervisors as directed below no later than 8:30 a.m. the morning of the meeting.

Members of the public who wish to participate in the meeting virtually can do so one of three ways: Via the worldwide web; by telephone; or by postal or electronic mail. Members of the public who participate via their computers or through the WebEx app, may provide public comment at the meeting by using the "Raise Your Hand" function. Public comment will be limited to two (2) minutes during the "Unscheduled Appearances" section of the meeting. Public comment will not be available via phone. All others who wish to submit comments may only do so as outlined below.

- **Web Access:** To access the meeting via computer, please go to the County's homepage (<https://www.countyofkings.com/>) and click on the link that says **Join Meeting**. You may also participate from your smart phone by downloading the **WebEx Meetings app** to your smartphone. After opening the app, click on **Join Meeting**, and then enter the meeting information. The **meeting number is 807 086 174** and the **password is qvMjlr2hj73**.
- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 807 086 174#**.
- For members of the public who wish to participate, but are unable to do so virtually, you may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to either [Catherine.Venturella@co.kings.ca.us](mailto:Catherine.Venturella@co.kings.ca.us) or [Melanie.Curtis@co.kings.ca.us](mailto:Melanie.Curtis@co.kings.ca.us). To submit such comments by U.S. Mail, please forward them to:

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



- I. 9:00 AM CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION – Andrew Cromwell – Koinonia Church**  
**PLEDGE OF ALLEGIANCE**
- II. 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. APPROVAL OF MINUTES**  
Approval of the minutes from the March 17, 2020 regular meeting.
- IV. CONSENT CALENDAR**
- A. Behavioral Health Department:**  
Consider approving the Service Agreement with Kings View Corporation retroactively for Fiscal Years 2018-2019 and 2019-2020 to provide Electronic Health Record System Services.
- B. Community Development Agency:**
1. Consider:
    - a. Authorizing the Community Development Agency Director to sign an agreement with Provost and Pritchard Consulting Group for environmental consulting services for the Kings County Fire Station #4 relocation project; and
    - b. Approving the budget change. **(4/5 vote required)**
- C. Elections Department:**  
Consider approving a one-year extension with Runbeck Election Services, Inc. for ballot printing and mail services.
- D. Fire Department:**
1. Consider:
    - a. Approving the purchase of a forklift for the Office of Emergency Services from Quinn Lift, Inc; and
    - b. Approving the budget change. **(4/5 vote required)**
  2. Consider:
    - a. Approving the purchase of a plotter printer from CDW, LLC; and
    - b. Approving the budget change. **(4/5 vote required)**
- E. Human Services Agency:**
1. Consider approving the purchase for replacement of 164 laptops and 99 desktop computers.
  2. Consider:
    - a. Adopting a Resolution for the Transitional Housing Program; and
    - b. Adopting a Resolution for the Housing Navigator Program; and
    - c. Authorizing the Human Services Agency Director to sign the Allocation Acceptance Applications for the Transitional Housing Program and the Housing Navigator Program.
- F. Public Works Department:**
1. Consider:
    - a. Declaring 10 vehicles and 3 truck beds as surplus; and
    - b. Authorizing the Purchasing Manager to sell this surplus equipment at public auction.
- G. Veterans Services Office:**  
Consider adopting a Resolution proclaiming the week of March 22 – 28, 2020 as Veteran and Military Women’s History Week in Kings County.



**H. Administration:**

1. Consider adopting a Resolution recognizing March 2019 as Women’s History Month in Kings County.
2. Consider authorizing the County Administrative Officer to sign a juvenile delinquency, dependency, and Lanterman–Petris–Short Act conservatorship agreement with Kevin Thompson for legal representation of the indigent accused effective March 23, 2020 through June 30, 2020.

**V.**

**REGULAR AGENDA ITEMS**

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

Consider providing direction to staff of which potential eligible activities or projects the Board would like staff to pursue for Community Development Block Grant applications.

**B. Department of Finance – James Erb**

1. Consider:
  - a. Approving an Amendment to Agreement No. 19-026 with Capital Partnerships, Inc. to increase the compensation and extend the term of the Agreement to December 31, 2020 for the completion of the Finance Enterprise software implementation; and
  - b. Approving the budget change. **(4/5 vote required)**

**C. Administration – Rebecca Campbell**

Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

**VI.**

**BOARD MEMBERS 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

**VII.**

**ADJOURNMENT**

The next regularly scheduled meeting is scheduled for March 31, 2020, at 9:00 a.m.

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

**IX. 1:30 PM KINGS COUNTY HOUSING AUTHORITY BOARD OF DIRECTORS REGULAR MEETING CANCELLED**

**X. 2:00 PM KINGS COUNTY IN-HOME SUPPORTIVE SERVICES BOARD REGULAR MEETING CANCELLED**

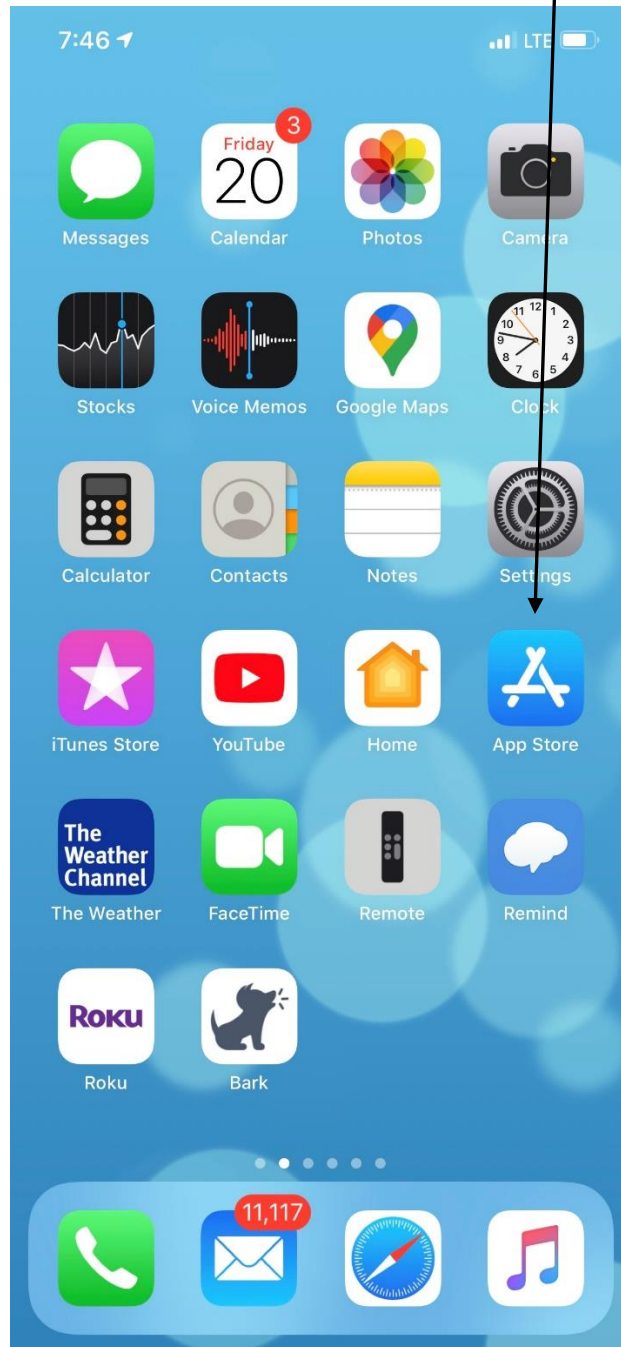
***FUTURE MEETINGS AND EVENTS***

March 31	9:00 AM	Regular Meeting
March 31	11:00 AM	California Public Finance Authority Regular Meeting
April 3	9:00 AM	Kings County Housing Authority Board of Directors Special Meeting
April 7	9:00 AM	Regular Meeting
April 14	9:00 AM	Regular Meeting
April 14	11:00 AM	California Public Finance Authority Regular Meeting

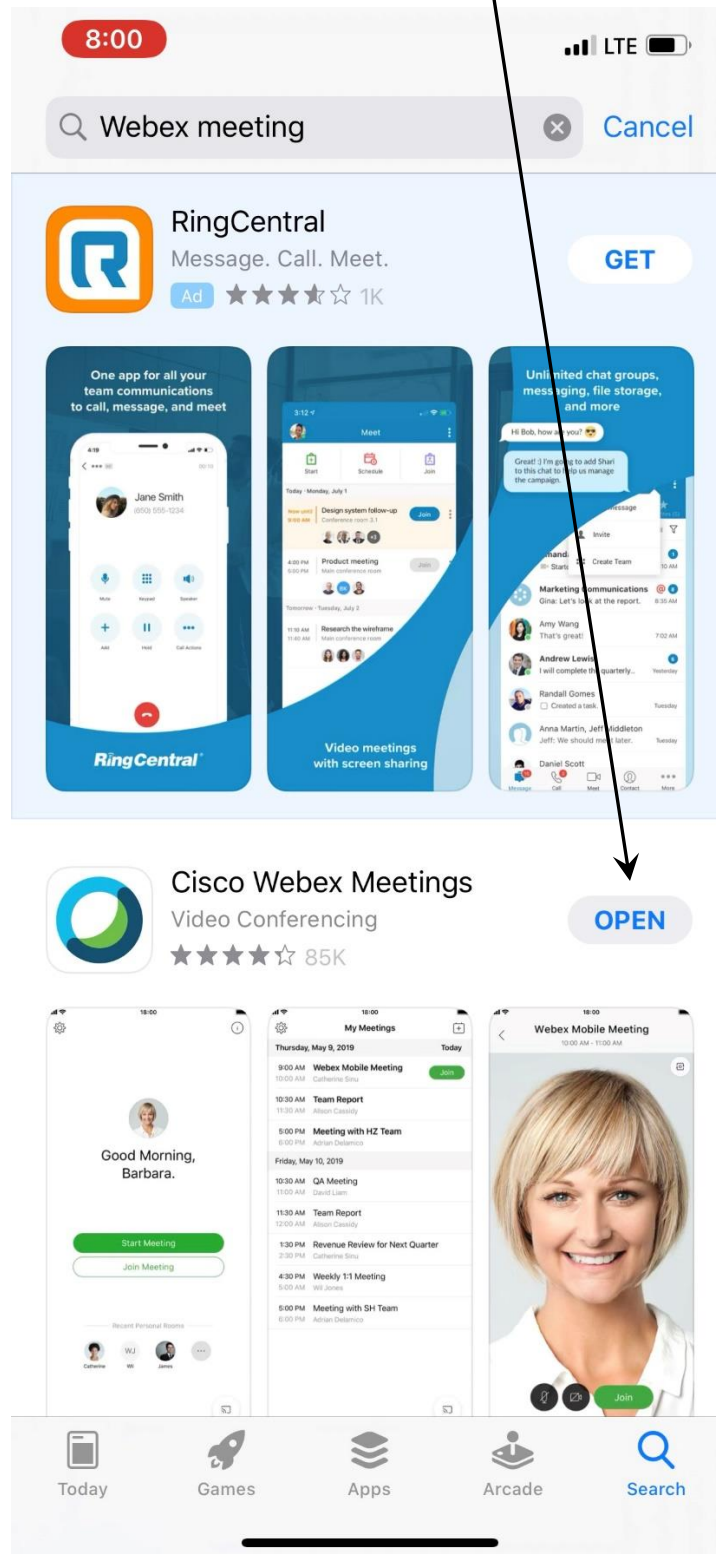
*Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.*

## To participate in the Board meeting via your smart phone (iPhone used for demonstration)

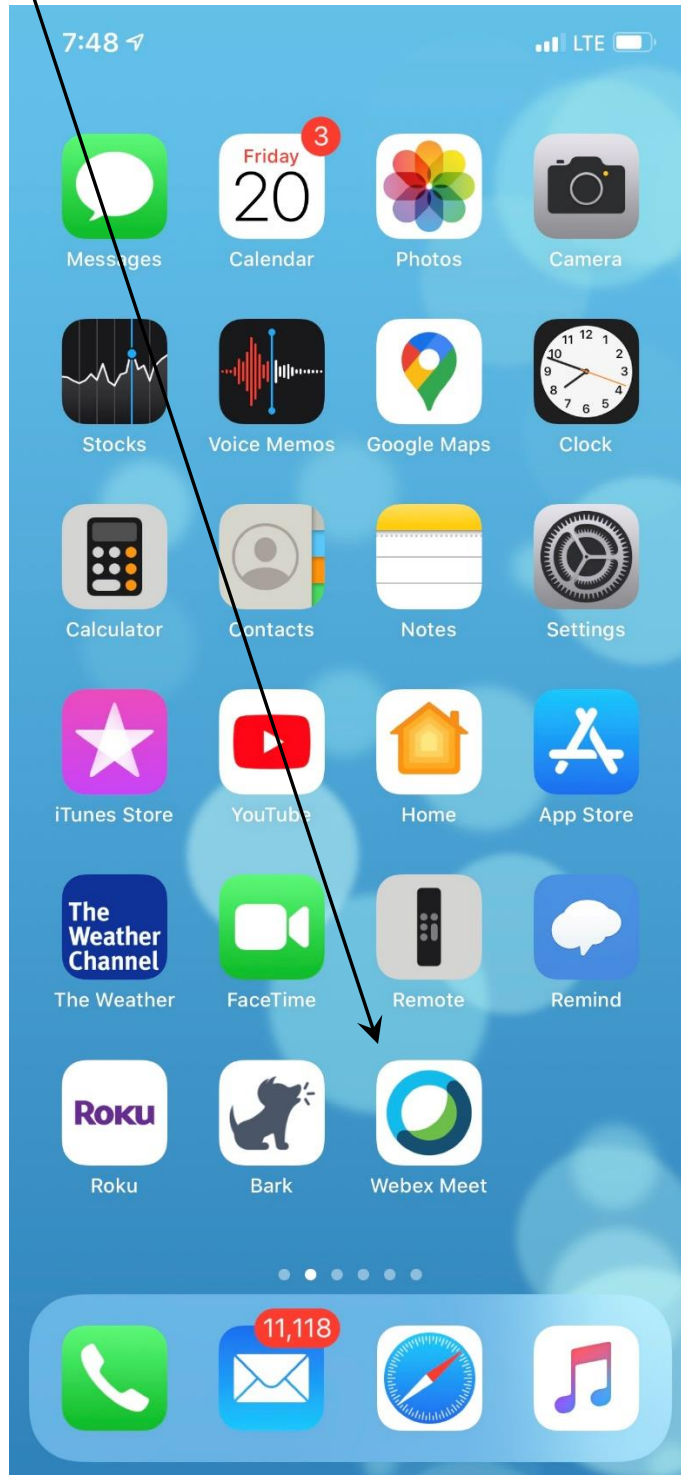
1. Open the app store app to download the WebEx Meeting app



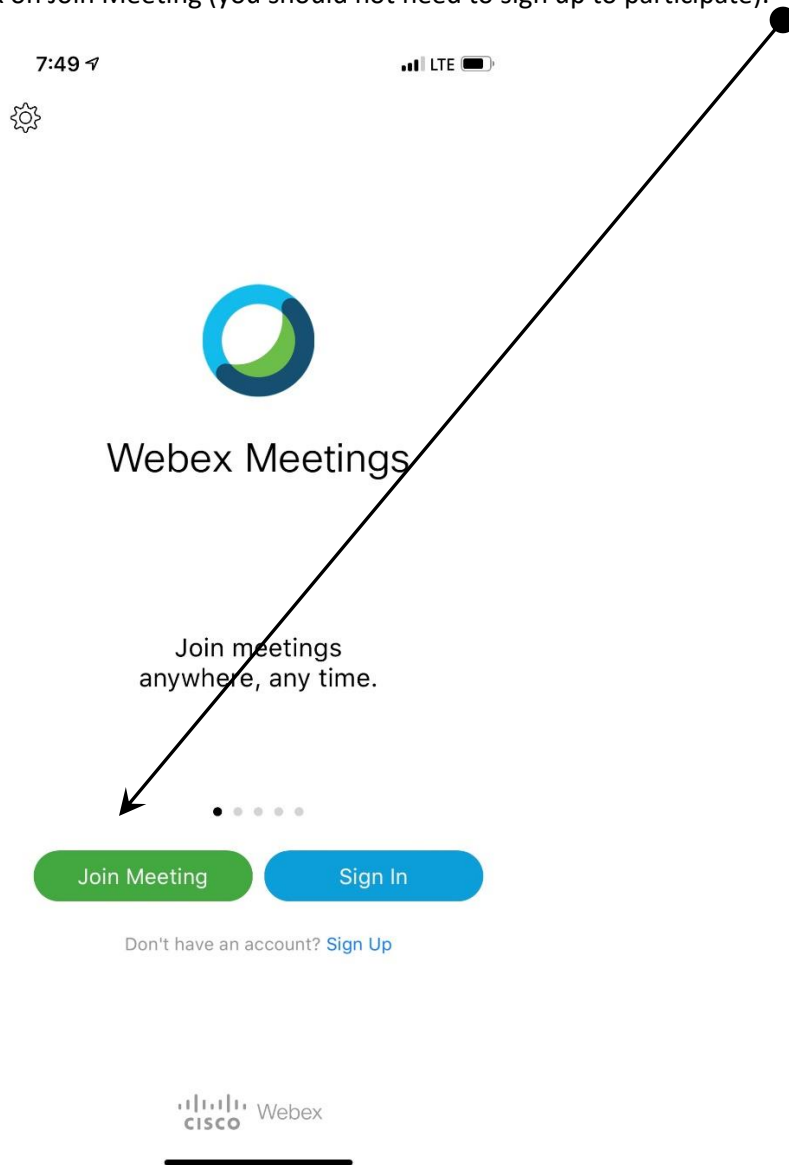
2. Search for WebEx Meetings and download the app.



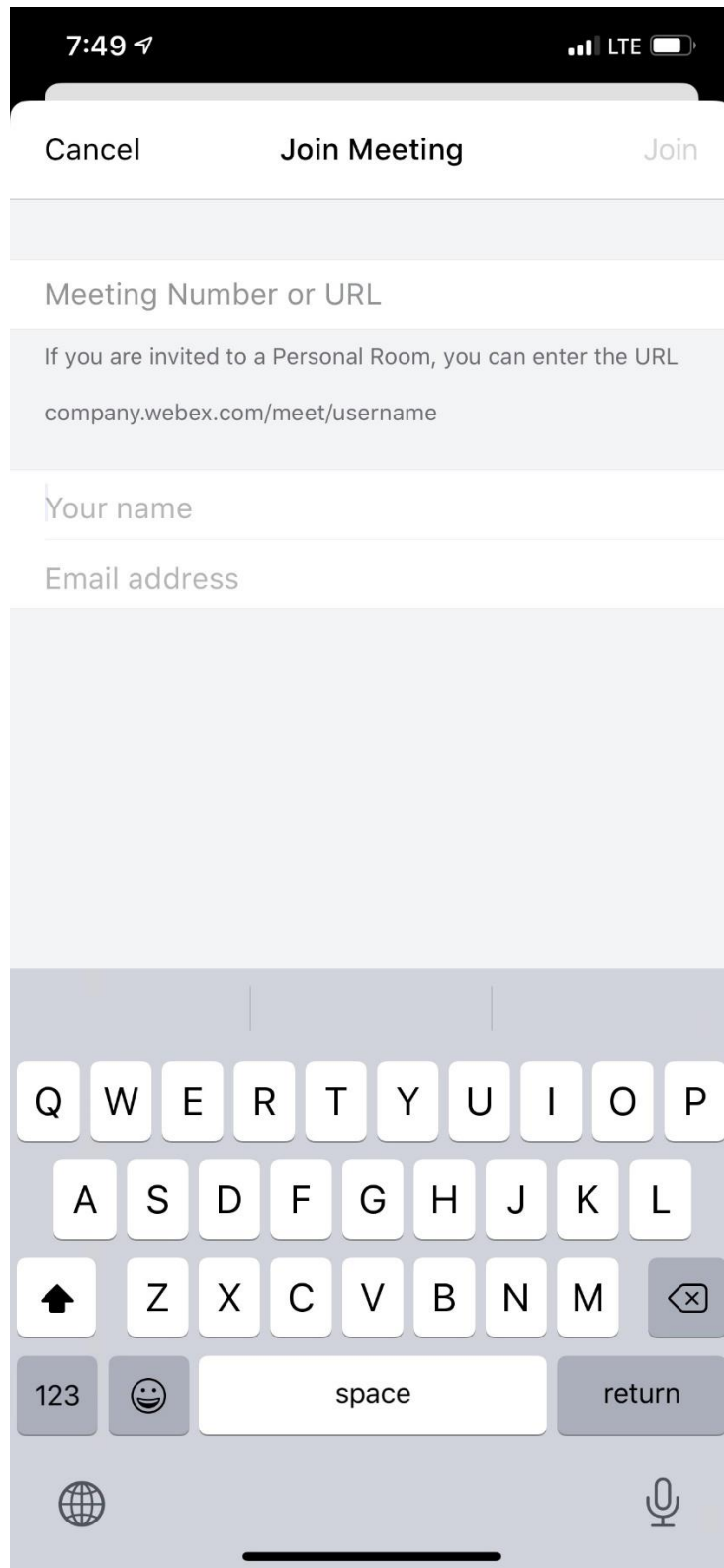
3. Open the app.



4. Open the app and click on Join Meeting (you should not need to sign up to participate).



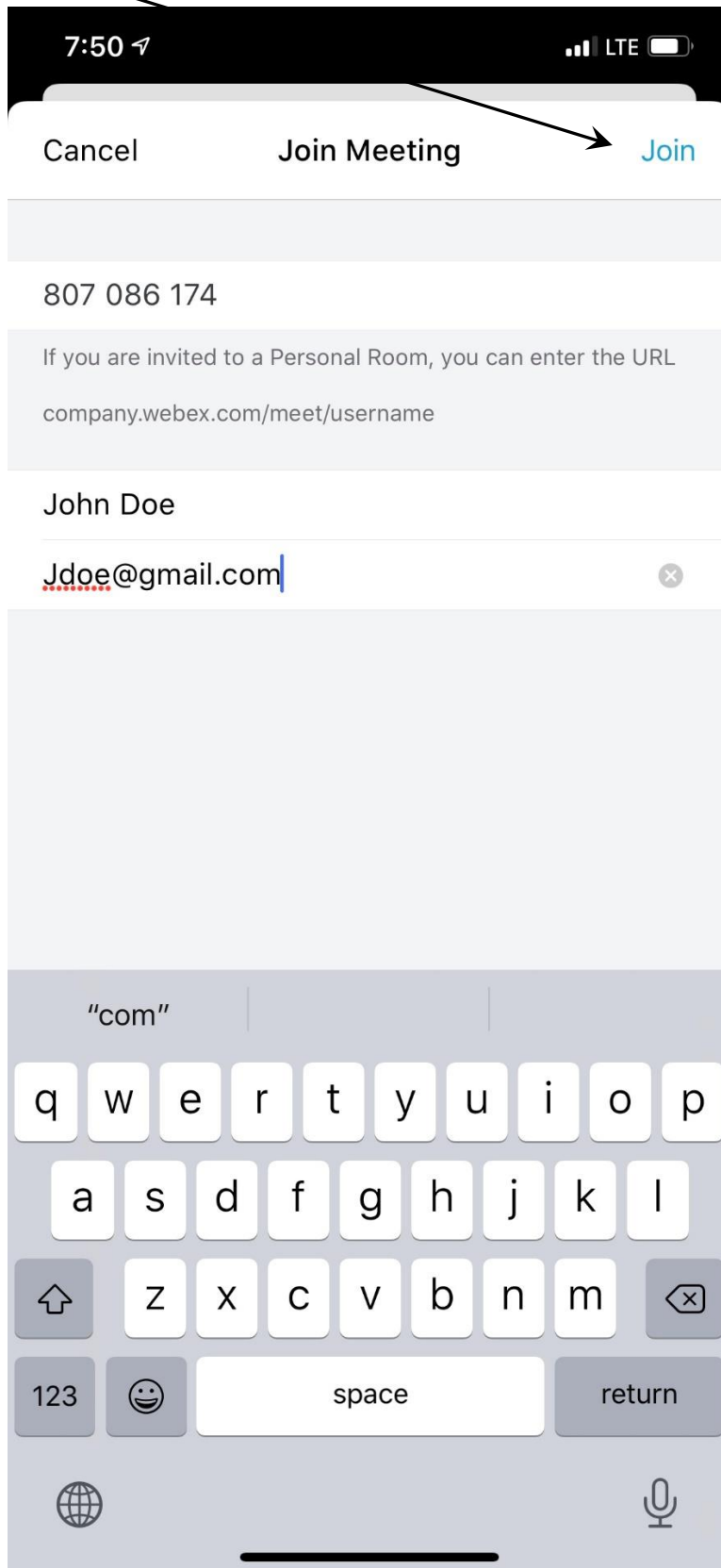
5. Enter the meeting number, your name, and email address.



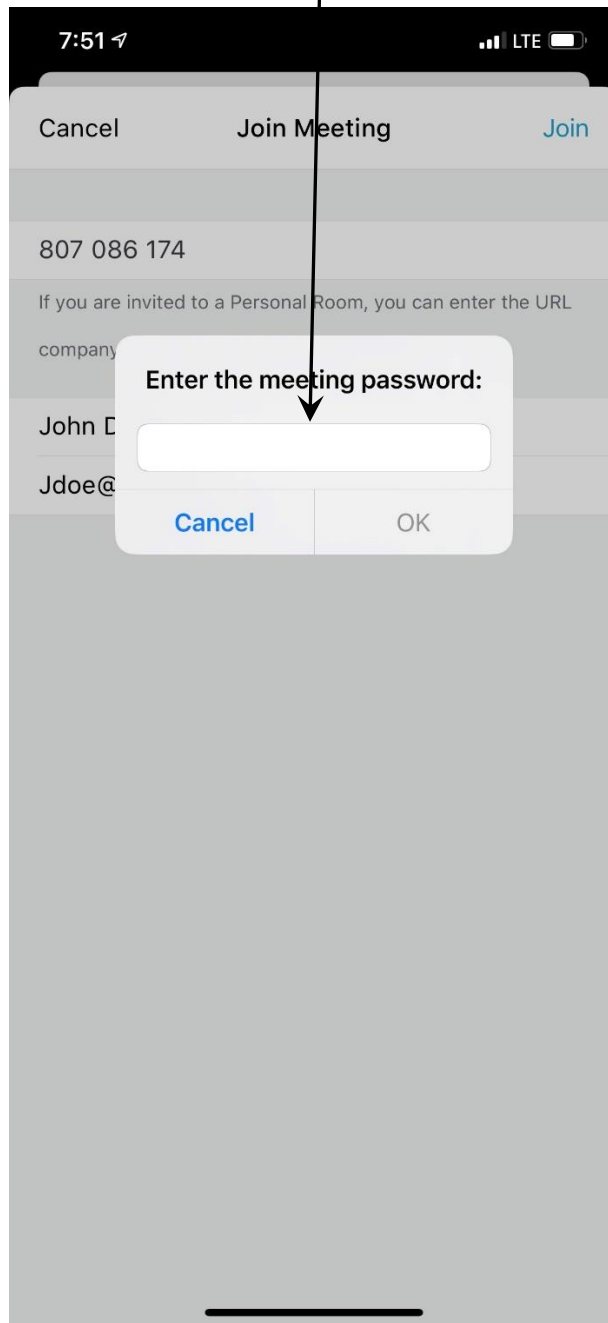
The image shows a mobile application interface for joining a meeting. At the top, the status bar displays the time 7:49, LTE signal strength, and battery level. The app's header contains three buttons: 'Cancel', 'Join Meeting', and 'Join'. Below the header is a light gray input field labeled 'Meeting Number or URL'. A text box below this field contains the instruction: 'If you are invited to a Personal Room, you can enter the URL company.webex.com/meet/username'. Below the text box are two more input fields: 'Your name' and 'Email address'. The bottom half of the screen is occupied by a standard QWERTY keyboard with a globe icon on the left and a microphone icon on the right.



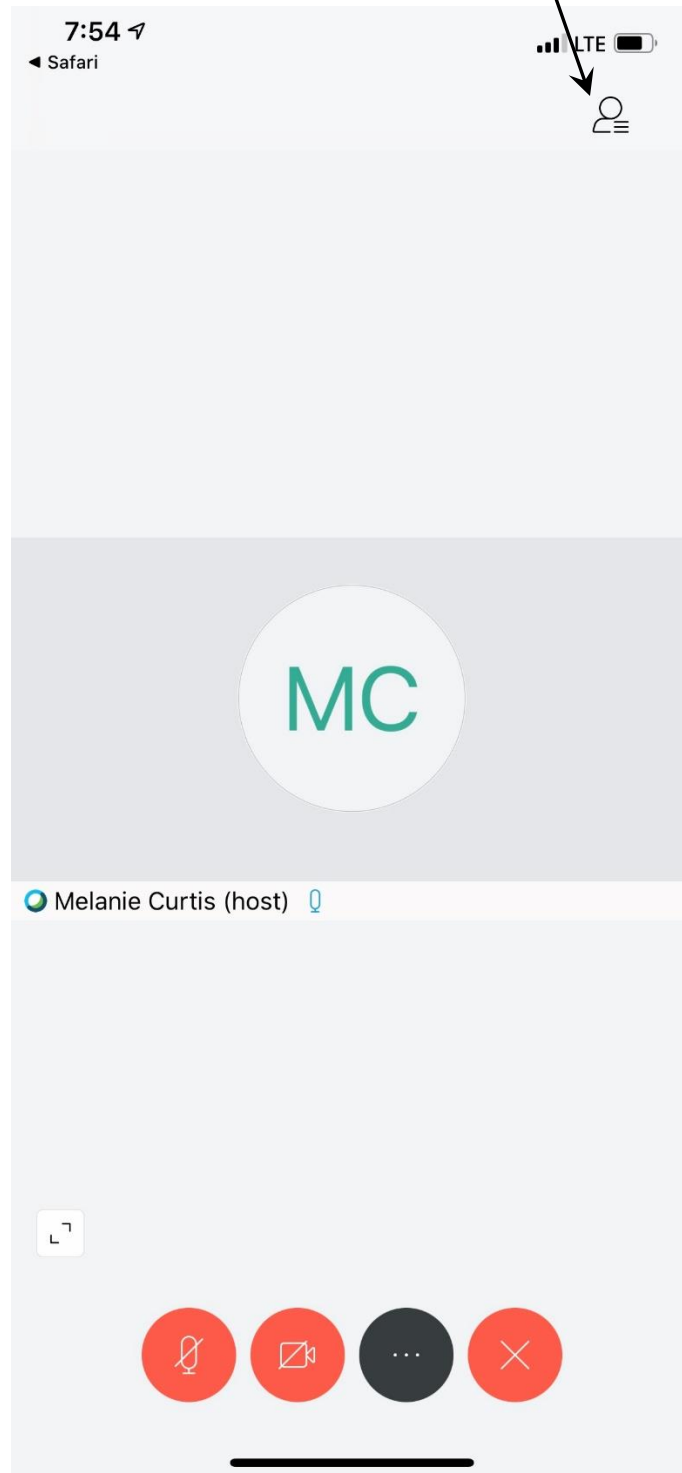
6. Click Join.



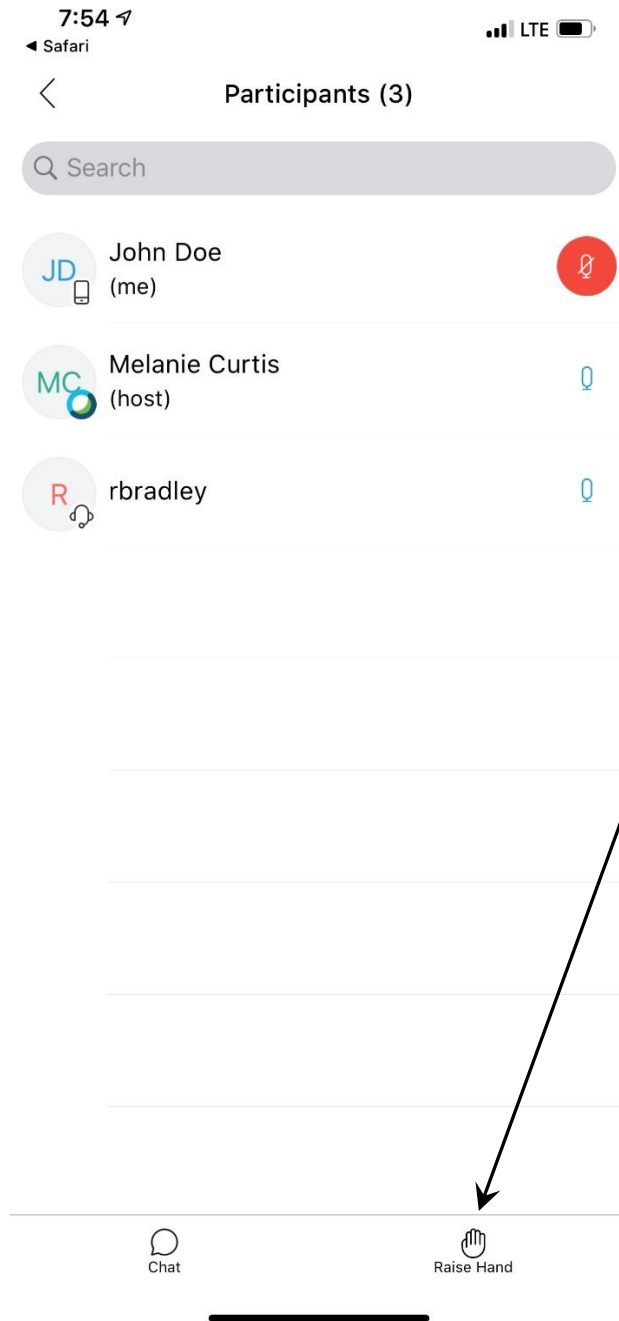
7. Enter the meeting password and click OK.



8. You are now in the meeting. Your screen should look similar to the below picture. To Raise Your Hand to provide public comments, press the person icon.



9. To Raise Your Hand to provide public comment (only allowed during the Unscheduled Appearances portion of the meeting), click on the small hand icon on the bottom of the screen.



## To join the Board meeting via your computer (internet required):

1. Go to the County's Homepage: [www.countyofkings.com](http://www.countyofkings.com)
2. Click on the Join Meeting icon on the right side of the page:



3. Enter your name and email address and click Next:

Board Meeting WebEx Instructions - March 24, 2020  
Tuesday, Mar 24 2020 | 9:00 AM - 12:00 PM ⓘ

Cisco Webex Meetings ⓘ ×

## Board Meeting WebEx Instructions - March 24, 2020

9:00 AM - 12:00 PM


**Enter your information**

Full name

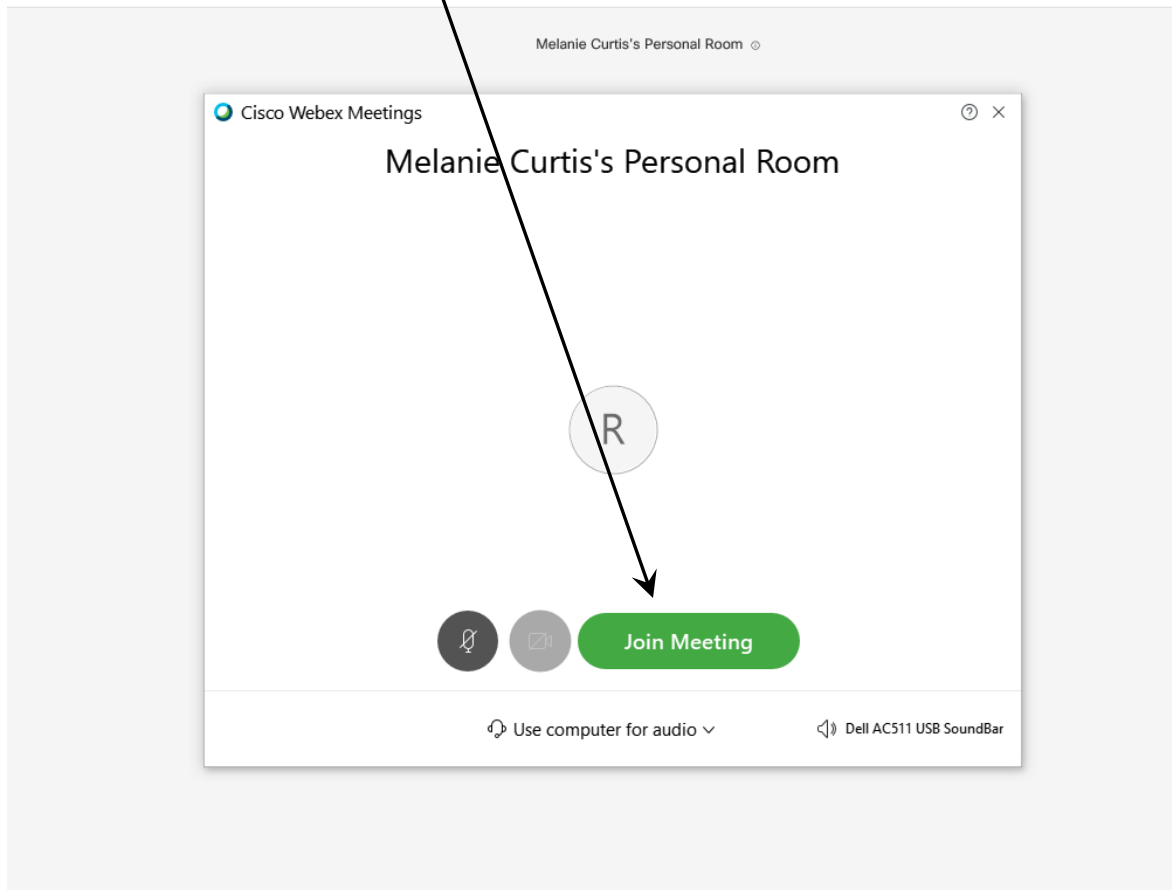
Email address

Next

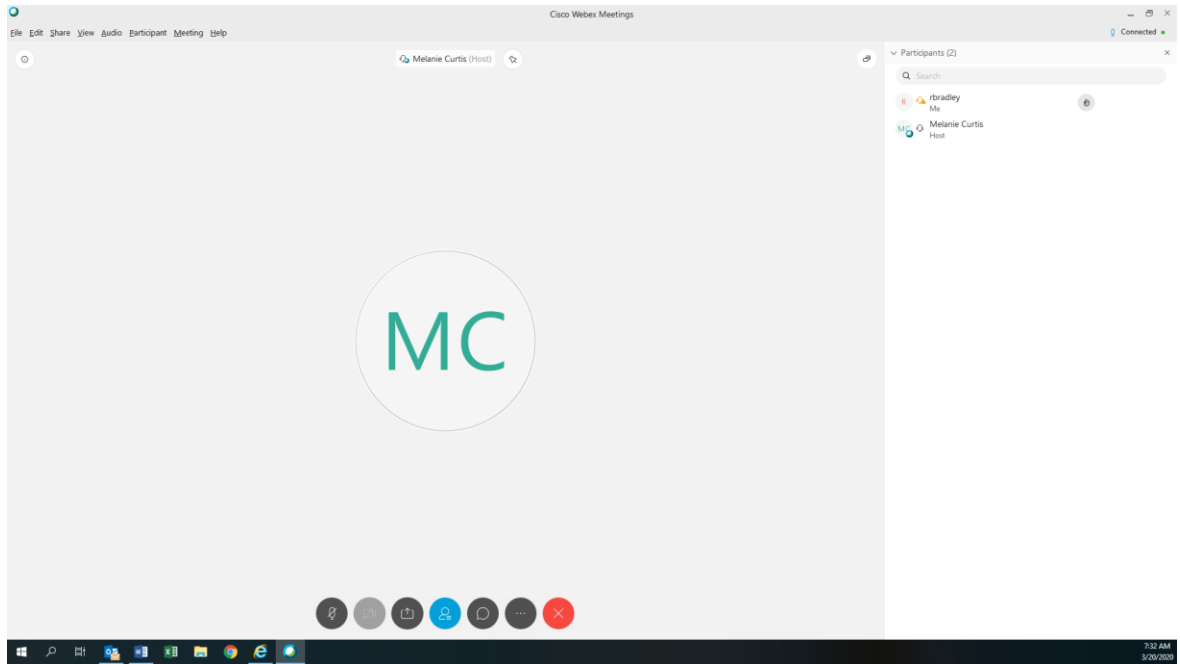
Already have an account? [Sign in](#)

 CISCO Webex

4. Click on Join Meeting:

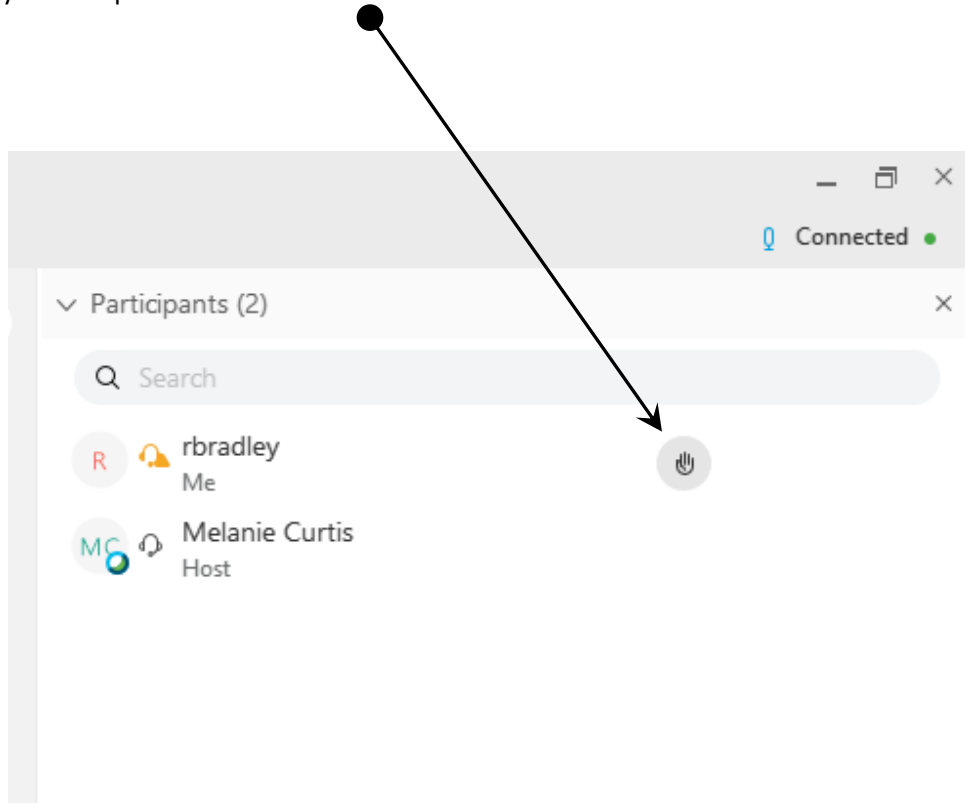


5. You now in the meeting. You will need speakers attached to your computer to listen in. Your screen should look similar to the screenshot below.





6. If you wish to provide public comment (only allowed during the Unscheduled Appearances portion of the meeting), you must raise your hand. To do so, click on the small hand icon next to your name on the participant menu on the right of your screen. I mic is required to be installed on your computer to be heard.



7. You will be acknowledged according to your user name and provided up to two minutes to speak.

**Board Members**

**Doug Verboon, District 3, Chairman**  
**Craig Pedersen, District 4, Vice Chairman**  
**Joe Neves, District 1**  
**Richard Valle, District 2**  
**Richard Fagundes, District 5**



**Staff**

**Rebecca Campbell, County Administrative Officer**  
**Lee Burdick, County Counsel**  
**Melanie Curtis, Deputy Clerk of the Board**

**Board of Supervisors**  
**Regular Meeting Action Summary**

**Date: Tuesday, March 17, 2020**  
**Time: 9:00 a.m.**  
**Place: Board of Supervisors Chambers, Kings County Government Center**  
**1400 W. Lacey Boulevard, Hanford, California 93230**

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

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.

***As a courtesy to those in attendance, please silence cell phones, pagers and electronic devices.***

**COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19**

California Governor Gavin Newsom issued Executive Order N-25-20 on March 12, 2020, relating to the convening of public meetings in light of the COVID-19 pandemic. The County of Kings hereby provides notice that it will continue to convene its regularly scheduled public meetings of the Board of Supervisors in the Board Chambers, as provided in the publicly posted agenda notice, and until further notice. Pursuant to the Executive Order, and to maintain the orderly conduct of the meeting, the County of Kings will allow Board Supervisors to attend the meeting telephonically and to participate in the meeting to the same extent as if they were present.

Members of the public who wish to participate may appear at the public meeting held in the Board Chambers, where efforts will be made to allow adequate social distancing and to ensure that exposed surfaces are sanitized. For members of the public who wish to participate, but not to attend in person, you may submit written comments on any matter within the Board’s subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to either [Catherine.Venturella@co.kings.ca.us](mailto:Catherine.Venturella@co.kings.ca.us) or [Melanie.Curtis@co.kings.ca.us](mailto:Melanie.Curtis@co.kings.ca.us). To submit such comments by U.S. Mail, please forward them to:

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

**I. CALL TO ORDER**

**ROLL CALL – Clerk of the Board**

**INVOCATION – JoAnn Hawkins**

**PLEDGE OF ALLEGIANCE**

**MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON, CRAIG PEDERSEN**

**MEMBERS ABSENT: RICHARD FAGUNDES**

**II. 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.*

**Andrew Cromwell stated on behalf of the pastor’s coalition they are working to unify the messaging and fill the gaps being created in the community due to efforts to stop the spread of the COVID-19 virus. He also stated that the Kings Partnership for Prevention is working on creating a video to help educate the public about COVID-19 and what everyone can do to help stop the spread of the virus.**



**Amy Ward stated that the Lemoore Chamber of Commerce is currently closed to the public and explained some of the actions the Chamber is taking in the community.**

**Greg Gatzka, Community Development Agency Director, expressed concern about the change of vendor for our deferred compensation plan in light of current stock market conditions.**

**Bobbie Wartson, Executive Director of the Kings County Commission on Aging, stated that the Commission has closed adult day care and senior centers, but is continuing meal delivery programs. The Commission will attempt to continue food bank programs, but will have to find a new location for distribution.**

**III. B1**

**APPROVAL OF MINUTES**

Approval of the minutes from the March 10, 2020 regular meeting.

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

**IV. B3**

**CONSENT CALENDAR**

**A. Fire Department:**

1. Consider:

- a. Approving the sole source purchase of three vehicles from Wondries Fleet Group; and
- b. Approving the sole source for Derotic LLC to outfit the vehicles; and
- c. Authorizing the Fire Department to initiate financing for vehicles through the Bank of the West.

**B. Public Works Department:**

Consider authorizing the Purchasing Manger to approve the purchase order for five vans from Jim Manning Dodge.

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

**V.**

**REGULAR AGENDA ITEMS**

**B4**

**A. Community Development Agency – Greg Gatzka**

Consider approving the second amendment to Agreement No 19-032 with Proteus Incorporated for the Kings County 2020 Census outreach related activities. **[Agmt 19-032.2]**

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

**B5**

**B. Fire Department – Clay Smith/Amanda Verhaege**

Consider adopting a Resolution suspending emergency proclamation No. 20-01 from February 26, 2020 and ratified by Resolution No. 20-007 on March 3, 2020 effective immediately as a result of the resumption of rendering services at Baker Commodities, Inc. **[Reso 20-007.1]**

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

**B6**

**C. Public Works Department – Kevin McAlister/Dominic Tyburski**

1. Consider authorizing the installation of “No Overnight Parking, 6:00 p.m. to 6:00 a.m.” signs along the south side of East Lacey Boulevard from a point approximately 130 feet east of State Route 43’s eastern edge of pavement to a point 1,000 feet eastward.

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

2. Consider:

- a. Adopting a Resolution authorizing an inter-fund loan between the County’s General Fund and the County’s Fleet Fund (Internal Service Fund) for the purpose of replacing the Hickey Park irrigation well. **[Reso 20-015]**
- b. Adopt the budget change. **(4/5 vote required)**

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



- B2**            **D. Administration –Rebecca Campbell/Roger Bradley**
1. Consider:
    - a. Adopting a Resolution ratifying the local health officer’s declaration of a local health emergency regarding novel coronavirus (COVID-19).
    - b. Adopting a Resolution to declare a local emergency regarding novel coronavirus (COVID-19).
    - c. Adopting the budget change. (4/5 vote required)
- ACTION: APPROVED AS PRESENTED (CP, RV, JN, DV-Aye, RF- Absent)**

**VI.      B7            BOARD MEMBERS 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 reminded the public to stay calm during this crisis.**

**Supervisor Valle stated that he felt concern for the public and recognized the efforts of retail workers during this crisis.**

**Supervisor Neves stated that all of the events he normally attends have been cancelled and he has been completing projects at home. He expressed concerns regarding hygiene practices currently being used at the local Department of Motor Vehicles office. He stated that he is concerned about the County’s Tax Collector’s office taking tax payments and the lines that normally creates. He stated that he wants to have discussion about operations at our libraries and parks.**

**Supervisor Verboon stated that he attended meetings in Sacramento with the Policy Council on March 10 and 11, 2020, including a meeting with the Director of the Department of Transportation and staff from Governor Newsom’s staff.**

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board has received correspondence from the San Joaquin Valley Air Pollution Control District releasing the Annual Air Toxics Report for 2019, from the Commission of Fish and Game including a notice of findings regarding Clara Hunt’s Milkvetch changing its status from threatened to endangered, from the Grand Jury thanking Amanda Verhaege regarding operations of the Office of Emergency Management, from Caglia Environmental – Redrock Environmental Group and the Caglia family requesting help to save the Mammoth Orange and from the Tulare Lake Basin Water Storage District with a notice of appointment of Gabe Cooper to the Board of Directors.**
- ◆ **Upcoming Events: Rebecca Campbell stated that while the Board has plans for Women’s History Month celebration scheduled for next week that those plans may need to be scaled back.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated that the following items will be on an upcoming agenda: Administration– Master Fee Schedule Amendment, Administration– Memorandum of Understanding between the California Counties Foundation and the San Joaquin Valley Regional Association of California Counties for fiscal management and event planning registration, Administration– Women’s History Month, Administration– State Lobbyist contract, Administration– Defense of the accused contract, Human Services – Medi-Cal Expansion Grant, Community Development Agency – 2019/2020 Community Development Block Grant, Elections – Ballot print and mail service agreement, Finance – budget adjustment for Finance Enterprise, Fire – Forklift purchase capital asset request, Fire – Plotter Printer capital asset request Public Building Automation System Upgrade, and Public Works – Authorize Purchasing Manager to sell surplus vehicles.**



**VII. B7**            **CLOSED SESSION**

♦    **Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9 (d)(2), (e)(1)]  
**Lee Burdick stated that no reportable action was anticipated in closed session today.**

**VIII.**            **ADJOURNMENT**

The next regularly scheduled meeting is scheduled for March 24, 2020, at 9:00 a.m.

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

***FUTURE MEETINGS AND EVENTS***

March 24	9:00 AM	Regular Meeting
March 24	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
March 24	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
March 31	9:00 AM	Regular Meeting
March 31	11:00 AM	California Public Finance Authority Regular Meeting
April 7	9:00 AM	Regular Meeting
April 14	9:00 AM	Regular Meeting
April 14	11:00 AM	California Public Finance Authority Regular Meeting

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 24, 2020

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

**SUBJECT:** AGREEMENT WITH KINGS VIEW CORPORATION FOR ELECTRONIC  
HEALTH RECORD SYSTEM SERVICES

**SUMMARY:**

**Overview:**

Behavioral Health is seeking approval for an agreement with Kings View Corporation for Electronic Health Record (EHR) System Services for a term covering Fiscal Years 2018-2019 and 2019-2020.

**Recommendation:**

**Approve the Service Agreement between Behavioral Health and Kings View Corporation retroactively for Fiscal Years 2018-2019 and 2019-2020 to provide Electronic Health Record System Services.**

**Fiscal Impact:**

There will be no impact to the County General Fund. The revenue received to fund this agreement is distributed in Behavioral Health Budget Units 420000, 422100, and 422200. The cost of the agreement in Fiscal Year (FY) 2018-2019 was \$126,185 and for FY 2019-2020 is \$210,108.

**BACKGROUND:**

Kings County entered into an agreement with Kings View Corporation (Kings View) in 2009 for development, implementation, and ongoing support of Anasazi (now called Cerner), which is a comprehensive electronic health records (EHR) system. Cerner is the County's technological solution for documentation, billing and State reporting for the Behavioral Health Department (BH), in addition to County contracted Substance Use Disorder (SUD) treatment service providers and County contracted Mental Health (MH) prevention and treatment service providers.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **AGREEMENT WITH KINGS VIEW CORPORATION FOR ELECTRONIC HEALTH RECORD SYSTEM SERVICES**

**March 24, 2020**

**Page 2 of 2**

Cerner is approved by the State of California for Medi-Cal and Drug Medi-Cal billing, along with reporting and documentation of services. Kings View has a long-standing history of implementing and managing EHR systems that address the unique needs of both mental health and SUD services. Kings View currently provides EHR solutions for approximately twenty (20) California Counties.

There are two factors for the increases in the FY 2019-2020 agreement. First, there is an increased number of users in the last two fiscal years. The Department has contracted with two new Mental Health service providers, Tele-psychiatric services and additional BH staff. Kings View is responsible for setting up and the training of all new users for the system.

Second, Kings View is in the process of upgrading to the new EHR system, a Cerner Integrated System called Millennium. There is an initial one-time set up charge and migration fees for the new system. This system transition is scheduled to start in March and continue to September 2020.

The Agreement has been reviewed and approved by County Counsel as to form, and a copy is available with Clerk to 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 March 24, 2020

**SUBMITTED BY:** Community Development Agency – Greg Gatzka/Victor Hernandez

**SUBJECT:** KINGS COUNTY FIRE STATION #4 RELOCATION PROJECT-  
ENVIRONMENTAL CONSULTING SERVICES

**SUMMARY:**

**Overview:**

On February 14, 2020, the Community Development Agency (CDA) published a Request for Proposal (RFP) requesting environmental consulting services to assist the County with the environmental review of the Fire Station #4 relocation project. An environmental review of the proposed project would facilitate compliance with all California Environmental Quality Act (CEQA) requirements. Five proposals were received by the March 6, 2020 closing date, and an RFP Review Committee reviewed the proposals, and the Board will considering hiring a consultant to complete the environmental review.

**Recommendation:**

- a. Authorize the Community Development Agency Director to sign an agreement with Provost and Pritchard Consulting Group for environmental consulting services for the Kings County Fire Station #4 relocation project; and
- b. Approve the budget change. (4/5 vote required)

**Fiscal Impact:**

The requested amount of \$53,400 will transfer in from the High Speed Rail Fund to Budget Unit 70000, Account No. 89000. The expenses incurred from this project will be reflected in the Capital Outlay Fund, Budget Unit 70000, Account No. 94006. In order to cover the cost of an environmental consultant, a budget appropriation is being requested.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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



## **Agenda Item**

### **KINGS COUNTY FIRE STATION #4 RELOCATION PROJECT- ENVIRONMENTAL CONSULTING SERVICES**

**March 24, 2020**

**Page 2 of 2**

#### **BACKGROUND:**

Community Development Agency staff issued an RFP on February 14, 2020 requesting environmental consulting services to assist the County with the environmental review of the Kings County Fire Station #4 relocation project. The Kings County Fire Department is proposing to construct a new fire station, Fire Department's administrative offices, fire training facility, living quarters, and an emergency operations center (EOC). The project site is located on the northeast corner of Highway 43 and Houston Avenue, Hanford, Assessors Parcel Number 016-130-085. The County is projecting a three-month timeline for completion of the environmental review.

The closing date to submit a bid was March 6, 2020. Five separate consultant proposals (Provost & Pritchard Consulting Group, QK Inc., LSA Associates Inc., Ultra Systems Environmental Inc., Helix Environmental Planning Inc.) were received by the closing date, each of which was reviewed by the review committee. The review committee consisted of the following representatives:

- Chuck Kinney, Deputy Director – Community Development Agency
- Dominic Tyburski, P.E., Chief Engineer – Public Works
- Victor Hernandez, Planner - Community Development Agency

During the week of February 9<sup>th</sup>, each of the Committee members reviewed and scored the proposals received. The scoring was done according to the categories listed below:

1. Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the County.
2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work.
3. Demonstrated technical competence and experience to perform the services or work requested in the RFP.
4. Past record of performance of similar work or services as determined by all available information. This criteria will be based not only on the information contained within the proposal, but also by discussions with the Proposers and their references, as well as other relevant entities or individuals who have used the Proposer for similar work or services.
5. Proposer's demonstrated ability to perform the work or services set out in the RFP within the given time frame.

At the conclusion of the Committee's review, Provost & Pritchard Consulting Group received the highest averaged score to perform the environmental consulting services requested in the RFP. Copies of all proposals are available for review at the Community Development Agency, and have been provided to the Clerk to the Board.

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

Auditor Use Only
Date
J/E No.
Page of

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Capital	Capital	Structures and Improvements	20000	700000	94006	53,400
TOTAL						53,400

Funding Sources:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
High Speed Rail		Revenue Transfer in	20000	700000	89000	53,400
TOTAL						53,400

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
TOTAL						0

Transfer To:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
TOTAL						0

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

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

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 24, 2020

**SUBMITTED BY:** Elections Department- Lupe Villa

**SUBJECT:** EXTENSION OF BALLOT PRINT AND MAIL SERVICE AGREEMENT

### **SUMMARY:**

#### **Overview:**

The Board entered into an agreement on July 19, 2016 with Runbeck Election Services to provide ballot printing and processing services to the Elections Department. Kings County agreement 16-070 was executed and approved with Runbeck after service deficiencies were identified with the previous printing vendor.

#### **Recommendation:**

**Approve a one-year extension between the County of Kings and Runbeck Election Services, Inc. for ballot printing and mail services.**

#### **Fiscal Impact:**

There is no additional fiscal impact to the General Fund. The agreement is an "as-used" agreement. The agreement cost will vary per election depending on the number of informational inserts, printed ballots, and the amount of mail services used for that specific election. The Adopted Fiscal Year 2019-2020 Budget, in Budget Unit 155000 Account Number 92001 (Elections) has sufficient appropriations designated to election services, which include printing and mail services. Currently, approximately \$150,000 dollars has been appropriated from the Elections Account Number 92001 to satisfy the cost of the services provided by Runbeck Elections Services for the March 2020 Presidential Primary.

It is anticipated that the Ballot and Printings Services Agreement with Runbeck Elections Services will have an increase for the upcoming General Election in November 2020. The anticipated increase is due to the containment efforts of COVID-19 by the Secretary of State that include the temporary Suspension of Polling Places. Should the Polling Place Suspension be put in place, all Kings County Voters will be mandated to be Vote-By-Mail voters in the November General Election.

The Adopted Fiscal Year 2019-2020 Budget, in Budget Unit 155000, Account Number 92001 (Elections) has the capacity to absorb the potential increase in cost should the Polling Place Suspension be implemented. Based on current use and accumulated cost of the Runbeck Elections Services it is

**BOARD ACTION:**

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

I hereby certify that the above order was passed  
and adopted on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

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

## **Agenda Item**

### **EXTENSION OF BALLOT PRINT AND MAIL SERVICE AGREEMENT**

**March 19, 2020**

**Page 2 of 2**

estimated that the November General Election will have a Ballot Print and Mail Service of approximately \$200,000.

**(Cont'd)**

#### **BACKGROUND:**

The purpose of the proposed agreement is to secure Ballot Print and Mail Services from Runbeck Election Services, Inc. Runbeck has been the sole provider of election informational document printing, printing of Voter Informational Guides, Sample Ballot printing, Official Ballot Printing and mail/processing since July 2016. The proposed agreement will allow the contracted services to continue at a competitive pricing for future elections that fall within the 24 month term of the agreement. The agreement includes three one-year extensions after the 24 month term has been reached, the three year extensions are at the discretion of the County.

The Agreement has been reviewed and approved by County Counsel as to form.

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into as of the 20<sup>th</sup> day of February, 2020, by and between the County of Kings, a political subdivision of the state of California (hereinafter "County") and Runbeck Election Services, Inc., an Arizona corporation, whose address is 2800 S, 36th Street, Phoenix, Arizona 85034 (hereinafter "Runbeck," collectively with County, the "Parties").

**R E C I T A L S**

WHEREAS, Runbeck is the provider of certain ballot printing and mailing services, and also offers other services, support, and products related to the elections process; and

WHEREAS, County desires to purchase from Runbeck products and services.

NOW THEREFORE, the Parties mutually agree as follows:

**1. SCOPE OF SERVICES; ADDITIONAL SERVICES**

Runbeck agrees to sell, and County agrees to purchase, the sample ballot printing, ballot printing and mail services described in Exhibits A and B. County may request additional products and services from Runbeck not mentioned in the attached exhibits, and Runbeck shall provide County with a formal quote of services for approval.

**2. PRICING AND PRICING ADJUSTMENT; PAYMENT; OBLIGATIONS AT TERMINATION**

- A. Runbeck shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit A** for the March 2020 and November 2020 election cycles.
- B. The Parties acknowledge and agree that if, by January 1 of any subsequent calendar year Runbeck's cost of paper has increased by more than 1 percent since the later of the date that this Agreement was entered into or the most recent price increase thereafter, Runbeck may in writing request a percentage price increase adjustment. This request shall be made no later than March 31, and the price increase will take effect 30 days after County receives Runbeck's written request for the adjustment unless County first terminates the Agreement pursuant to Paragraph 3 below, or unless upon learning that County rejects the request for adjustment, Runbeck withdraws its request. Said paper price increase may not under any circumstances exceed 5 percent of the paper price for the preceding calendar year. No retroactive price adjustments will be allowed, including for orders placed but not yet filled or for which payment has not yet been made. As part of any request for a percentage price increase adjustment, Runbeck will provide clear evidence, satisfactory to County, of the following: (1) the increase is the result of

increased costs at the manufacturer's level and not costs under Runbeck's control; and (2) the increase affects only certain items that are clearly identified by Runbeck.

- C. Runbeck may request percentage price increase adjustments after March 31 of any calendar year following 2020 upon a showing of clear evidence satisfactory to County that: (1) Runbeck's paper costs have increased by more than 1 percent since the later of the most recent price increase or 12 months prior to the date of the request, and (2) failure to increase prices would render Runbeck's performance under this Agreement impracticable.
- D. Price decreases shall be handled in the same manner as price increase adjustments.
- E. Billing Following Elections. Runbeck will invoice County for all products and services within 30 days of providing those products or services, except that Runbeck may in its discretion invoice County for all products and services provided in connection with a particular election date no later than 30 days after the date of the election. Payment will not be due until invoiced, and no late mailed invoice shall be honored except upon mutual agreement confirmed in a formal or informal writing. Notwithstanding the foregoing, County will honor late mailed invoices received up to 90 days of the election date if no prejudice can be shown from such late receipt. Payment shall be due within 30 days of the receipt of an invoice. In accordance with Government Code section 926.10, Runbeck is entitled to interest of 6 percent per annum, commencing 61 days after invoice for undisputed late payments. For disputed amounts, interest shall be paid at the same rate if, upon resolution of the dispute, it is determined or agreed that County is liable for the disputed amount.
- F. Closing Out. Not later than 90 days following the expiration of this Agreement, Runbeck will provide County with an accounting of all monies due and payable to Runbeck. County shall pay Runbeck all amounts owed, if any, within 30 days of the date of the invoice that Runbeck sends to County. Payment shall not be due until invoiced, and no late mailed invoice shall be honored. Interest on late payments shall accrue as described above in Paragraph 2.E.
- G. In no case shall payment for any product or service provided by Runbeck be due in advance.
- H. Should no funds or insufficient funds be appropriated for this Agreement, County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

### **3. TERM AND TERMINATION OF AGREEMENT**

- A. County agrees to purchase ballot printing and mail services from Runbeck for a term of not less than 24 months commencing on the date that County signs this Agreement. At

the end of the initial 24 months, County has the option to renew with Runbeck for up to three (3) one-year extensions. Under no circumstances shall Runbeck be entitled to have this Agreement renewed, and no notice of non-renewal shall be necessary.

- B. Notwithstanding the foregoing, if either Party in good faith believes that the other Party has failed properly to perform any of its obligations under this Agreement, the aggrieved Party may terminate this Agreement at any time upon 90 days prior written notice.
- C. Upon receipt of a request for a price increase pursuant to Paragraph 2 of this Agreement, County shall terminate this agreement effective immediately if it disagrees with the request and Runbeck refuses to withdraw it.
- D. The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.
- E. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.
- F. Following termination, this Agreement shall remain in force and effect to the extent that any performance required hereunder remains incomplete, in which case the Agreement shall fully terminate upon completion of all performance due.
- G. In the event that County terminates this Agreement other than as provided for in this Paragraph 3, Runbeck will be limited to reliance damages, except that County shall pay any balances due and payable for services already rendered. For purposes of this clause, "reliance damages" means incremental costs reasonably incurred by Runbeck in reliance on this Agreement, limited by the amount Runbeck would have received in payment under this Agreement had the Agreement not been terminated other than as provided for herein.

#### **4. PRODUCT DELIVERY**

Runbeck shall deliver all products and services to County at the address specified in Paragraph 8 of this Agreement or at such other address that County provides in writing. County shall endeavor in good faith to deliver final print ready ballot print and mail files to Runbeck at a minimum of E-64 of the active election calendar, and will provide Runbeck with prompt notice of any cause for delay so that the parties can meet and confer in good faith concerning the impacts of that delay on Runbeck's ability to perform under this Agreement. The products and services will be delivered on a schedule that is mutually agreed upon by both parties. Runbeck agrees to communicate to County in writing any

potential delay in meeting the agreed upon delivery dates. Runbeck will not be responsible for delays in delivery of the products and services that are the principal fault of County, or that are otherwise beyond Runbeck's reasonable control.

**5. ACCESS**

Runbeck will allow representatives of the Kings County Elections Division to access ballots during the production, printing, and insertion process.

**6. SHIPPING; RISK OF LOSS**

- A. Should County request expedited shipping on products or services (e.g., ballot proofs), County agrees to pay shipping charges at cost.
- B. Runbeck agrees to bear all risk of loss, injury, or destruction of goods and materials, as a result of this Agreement which occurs prior to delivery to the County. Upon delivery by Runbeck to the County, and County taking possession of such goods and materials, County agrees to bear all risk of loss, injury or destruction of goods and materials.

**7. CONFIDENTIALITY**

- A. The Parties acknowledge that each may have access to the confidential and proprietary information of the other Party in connection with this Agreement. Each Party agrees to treat such confidential and proprietary information of the other Party as strictly confidential and shall not disclose such information to any third party, except as reasonably necessary to perform its obligations under this Agreement or as required by applicable law.
- B. For a period of 30 days following the certification of a corresponding election, Runbeck shall retain data and file information that it acquires from County. Thereafter, such data and file information shall be delivered to County, destroyed, or otherwise disposed of by Runbeck as it may elect after consultation with County.
- C. Notwithstanding anything stated herein to the contrary, Runbeck expressly understands and agrees that County is bound by the California Public Records Act. If Runbeck desires that County shall keep any information received from Runbeck confidential, Runbeck shall designate that information as confidential conspicuously and in writing. Runbeck shall further provide County with the legal basis or bases on which Runbeck believes the information may be kept confidential. If Runbeck believes that any information provided to County constitutes a trade secret, Runbeck shall provide County an explanation of how the information satisfies the criteria of what constitutes a trade secret, pursuant to Civil Code section 3426.1. Subject to Runbeck's cooperation as described in this Paragraph 7.C, County shall, in good faith, make reasonable efforts to protect the confidentiality of Runbeck's information, but in no case shall County be



liable to Runbeck for any good faith attempt to comply with the California Public Records Act. Runbeck further understands and agrees that County shall, in its sole discretion, determine the validity of any argument that Runbeck's information is in fact exempt from disclosure under the Act.

## **8. NOTICE**

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

If to County: Kings County Office of Elections  
Attn: Lupe Villa, Registrar of Voters  
Kings County Government Center  
1400 West Lacey Blvd., Hanford, CA 93230

If to Runbeck: Runbeck Election Services, Inc.  
2800 South 36<sup>th</sup> Street  
Phoenix, AZ 85034  
Fax No.: 602-437-1411

With a copy to: Steven H. Williams, Esq.  
7101 North First Street  
Phoenix, Arizona 85020  
Fax No.: 602-390-6719

- B. If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first. Where a Party has provided a facsimile number in Paragraph 8.A, that number may be relied upon as a means of notice upon obtaining printed confirmation from the facsimile device used to send the message that the message transmitted properly. A Party that fails to confirm any electronic transmission, as described herein or by other reasonable methods, assumes the risk that the transmission will not be received.

## **9. INDEMNITY**

- A. To the full extent permitted by law, Runbeck shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same

arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

- B. This indemnification specifically includes any claims that may be against County by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.
- C. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

## 10. INSURANCE

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

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

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

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

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

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

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

#### **11. INDEPENDENT CONTRACTOR**

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

#### **12. COMPLIANCE WITH LAW**

Runbeck shall comply with all federal, state and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County and all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

#### **13. UNFORESEEN CIRCUMSTANCES**

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

**14. GOVERNING LAW AND VENUE**

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

**15. MODIFICATIONS; ASSIGNMENT**

- A. Except as otherwise expressly provided for herein, this Agreement may be amended, changed, or supplemented only by a written instrument signed by both Parties.
- B. It is agreed and understood that in approving this Agreement, the Board of Supervisors hereby authorizes the Registrar of Voters to consent to minor modifications to the Agreement without further action by the Board, including by consenting to price adjustments pursuant to Paragraph 3.
- C. Runbeck shall not assign this Agreement or any monies due without the prior written consent of County subject to any required state or federal approval. Assignment by Runbeck of any monies due shall not constitute an assignment of the Agreement.

**16. INTEGRATION; IMAGED AGREEMENT; CONTRIBUTION OF ALL PARTIES; THIRD PARTY BENEFICIARIES; WAIVER**

- A. This Agreement, including its Recital and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the Parties, and there are no inducements, promises, terms, conditions, or obligations made or entered into by the Parties other than those contained herein.
- B. An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.
- C. The Parties agree that each party had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract shall be construed against the drafter, shall have no application to the construction of this Agreement.
- D. County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or

shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

- E. Neither the failure of either party to enforce any provision of this Agreement, nor the acceptance of products or services received under the Agreement, shall constitute a waiver of any provision hereof.

## 17. CONSTRUCTION

Unless otherwise provided in this Agreement, or unless the context so requires, the following definitions and rules of construction shall apply herein and to any subsequent amendment hereto:

- A. Captions. The captions of this Agreement are for convenience in reference only, and the words contained therein shall not control the interpretation, construction or meaning of the provisions of this Agreement.
- B. Number and Gender. Wherever the context so requires in this Agreement, the neuter gender includes the feminine and masculine, and vice versa, the feminine includes the masculine and vice versa, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations.
- C. Mandatory and Permissive. The terms "shall" and "will" and "agrees" are mandatory. "May" and "should" are permissive.
- D. Term Includes Extensions. All references to the term of this Agreement shall include any extensions of such term.
- E. Exhibits. Any exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.
- F. Parties' Intent. In the event that any provision of this Agreement is capable of more than one interpretation or is otherwise found to contain a latent or patent ambiguity, the interpretation that best effectuates the objects of the Agreement, as expressed in the recitals, shall govern to the extent that such interpretation does not render the Agreement or any material provision thereof void or otherwise unenforceable, and even if that interpretation conflicts with the most literal or grammatically correct construction of the Agreement.

## 17. ATTORNEYS' FEES

In the event of a litigation action to enforce, or arising from, the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs incurred in the action.

**18. SEVERABILITY**

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

**19. SURVIVAL**

The following sections shall survive the termination of this Agreement: Section 7 Confidentiality, Section 10 Insurance, and Section 9 Indemnification.

**20. BINDING AUTHORITY**

The person signing this Agreement on behalf of each party represents and warrants that she or he has full legal power to execute this Agreement and has proper authority to bind and obligate his or her Party with respect to all provisions of this Agreement.

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

COUNTY OF KINGS

RUNBECK ELECTION SERVICES, INC.

By: \_\_\_\_\_  
Doug Verboon, Chairman

By:   
Rizwan Fidaï, Vice President

ATTEST:

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

## EXHIBIT A

### Description: Ballot Printing

- 11" Ballot = \$.28 per ballot card
- 14" Ballot = \$.28 per ballot card
- 18" Ballot = \$.28 per ballot card
- Test Decks Pre-filled = \$.40 per ballot card and one time \$500 test deck setup charge
- Supplemental Order = No additional set-up charge
- Art/Set-up Production = Included
- 1 Additional File to Vendor after E-60 = No minimum and no supp. charge
- Poll Ballot preparation to have padded, labeled, boxed and standard shipping = \$.10 per ballot card
- Vote-by-mail and mail ballot preparation to have fold, score, and perforation and any "in house" overs order preparation to be in precinct order, labeled, boxed = Included. County responsible for Standard ground shipping
- Ballot Database Set-up = \$500.00 per election
- County is responsible for applicable taxes

### Description: Outgoing Process

- Insertion Absentee Voter Packet = \$.25 per packet (includes fold, score and perforation of ballot)
- Insertion beyond three (3) pieces = \$.01 per additional piece
- Insertion for jobs under quantity of 50 = no additional charge
- Insertion for supplemental mailings (Post E-29) = Same as initial mailing \$.25
- Mailing services = Included
- Mailing Database Set-up = \$500.00 per election
- USPS Mailing Coordination = Included
- USPS Mailing Statements = Included
- Postage = Actual USPS Automation rates
- Standard ground shipping of one single delivery of the main VBM order delivered to a selected local General Mail Facility (GMF) = Included

### Description: Single Side and Double Side Insert Printing

- B/W on White (8.5x14) = \$.065 per insert, volume 20,000 or greater
- B/W on Color (8.5x14) = \$.075 per insert, volume 20,000 or greater
- B/W on White (8.5x5.5) = \$.045 per insert, volume 20,000 or greater
- B/W on Color (8.5x5.5) = \$.055 per insert, volume 20,000 or greater
- B/W on White (8.5x14) = \$.085 per MB insert, volume less than 20,000
- B/W on Color (8.5x14) = \$.095 per MB insert, volume less than 20,000
- B/W on White (8.5x5.5) = \$.075 per MB insert, volume less than 20,000
- B/W on Color (8.5x5.5) = \$.085 per MB insert, volume less than 20,000

**Description: Envelopes**

- Outgoing Envelope (glue) = \$.08 per envelope
- Reply VBM Envelope Goldenrod= \$.075 per envelope
- Reply MB Envelope Green = \$.085 per envelope
- Reply UOCA VA White Envelopes = \$.15 per envelope
- USPS Mail Piece Consult and Design =included
- Initial Envelope Composition = Included
- Changes to Composition =Included

**Description: Sample Ballot Printing**

- 17 Pages + Cover
- Trim Size –  $8^{3/8} \times 10^{3/4}$
- Bleed - None
- Paper - Cover - Black+ 2-PMS / Black on 65# Opaque Cover
- Paper - Text - Black/ 2 sides on 50# Offset
- Bindery - Double-T perf on back cover, gather text, stitch and trim
- Packaging - Skid pack each version separately
- Quantity- 47,500 units
- Versions - 26
- Price per unit = \$.74
- County responsible for Standard ground shipping
- County is responsible for applicable taxes

The above pricing is based on a minimum order of 47,500 units. Any orders below the minimum will require a supplemental quote as costs vary based on the number of units ordered.



## **EXHIBIT B**

### **Scope of Services for Sample Ballot Printing, Ballot Printing and Mail Services**

Runbeck agrees to and accepts responsibility to perform the following services:

Runbeck must provide the following:

1. Utilize County of Kings-Election Department electronic voter export file for envelope addressing requirements. The file will be exported from the VR database into a text format. A mail file mapping layout documenting the fields in each record and also examples with voter information will be provided. The database identifies the appropriate precinct/district (ballot) style for each vote-by-mail.
2. Evaluate address standardization and conformity per USPS – Coding Accuracy Support System (CASS) requirements in order to achieve the lowest non-profit bulk rate available.
3. Exercise adequate quality control measures to ensure the delivery of the correct ballot style and appropriate precinct to each vote-by-mail and mail ballot voter.
4. Provide quality control documentation to the County of Kings Election-Department and permit “on-sight” inspections of quality controls and processes during printing and inserting of materials.
5. Provide the County of Kings-Election Department hard copy proofs of the official ballot art, one per ballot type-style or per precinct, following with one per precinct for approval prior to printing. The proof ballot shall be imprinted with a PROOF watermark to differentiate them from the official ballots. Shipping charges are assessed to the County as addressed in letter H of the LOI.
6. Receive confirmation of approval from County of Kings-Election Department prior to proceeding with envelope printing for the mail ballot packet.
7. Print, score, and fold score, and fold all official vote-by-mail and mail ballots by precinct per mail files. Assemble the appropriate ballot packet for each individual vote-by- mail and mail ballot voter and insert the following items into the outgoing mail- in ballot envelope: official ballot, insertion materials, and appropriate reply mail envelope. Preprint the individual vote-by-mail voter's name and address information and information required by the US Postal service in order to mail the mail ballot packet. Tender all ballots to the U.S. Postal as requested by statutory deadlines.
8. Provide the County of Kings-Election Department postage estimates for the mailing of mail ballot packets.
9. Prepare a mail ballot packet. Each packet shall be mailed using the most cost-effective means available. Each mail ballot packet shall be comprised of the following items (subject to changes by County): Outgoing envelope packet is properly addressed by ink jetting the address of each voter onto the CRM; Official ballot; Insertions materials/Voter instructions; and appropriate reply mail envelope.
10. Comply with all specifications for ballot printing and must conform to the manufacturer’s specifications for Ballots.
11. Print official ballots with a barcode on ballot or on stub depending on the County of Kings-Election Department preference.
12. Deliver and tender mail ballot packets to the local General Mail Facility (GMF).

13. Print additional ballots for the County of Kings-Election Department if ordered “in office” use by precinct. The County of Kings-Election Department will determine quantities at the time of ordering. Print outgoing envelopes, insertion materials/voter instructions, and courtesy reply envelopes. The County of Kings-Election Department will determine quantities at the time of reporting.
14. Pack all official ballots by location, by precinct in order to facilitate inventory and retrieval. Shipping containers shall be labeled to identify contents. Labeling information must include: “Official Ballots”, location, precinct number, and ballot style of contents. Packing information must accompany ballots. Packing specifications will be determined at the time of order.
15. Deliver all test ballots by precinct style. Test ballots will be ordered both by automated pre-marked decks as well as unmarked. The test ballot shall be imprinted with a TEST watermark to differentiate them from the official ballots.
16. Exercise adequate quality control measures to ensure the delivery of the correct ballot style and appropriate precinct booklet to each voter receiving a sample ballot.
17. Utilize County of Kings-Election Department’s electronic voter export file for envelope addressing requirements. The file will be exported from the VR database into a text format. A file layout documenting the fields in each record will be provided. The database identifies the appropriate precinct/district style for each sample ballot.
18. Provide the County of Kings-Election Department PDF images of official ballot art after produced for the sample ballot booklet.
19. Provide confirmation of approval to County of Kings-Election Department prior to proceeding with variable data printing on sample ballot (layout and voter data information).
20. Provide the County of Kings-Election Department postage estimates for the mailing of sample ballot booklets.
21. Prepare a sample ballot booklet and comply with county print job specifications. Each booklet shall be mailed using the most cost-effective means available. Each sample ballot shall be comprised of the following items (subject to changes by County): Cover properly addressed to each voter and sample ballot/copy of official ballot.
22. Print sample ballot booklets. The County of Kings-Election Department will determine quantities at the time of ordering.
23. Print additional sample ballot booklets for County’s “in office” use by ballot style. The County of Kings-Election Department will determine quantities at the time of ordering.
24. If the County is delayed in delivery with necessary information, or files or artwork to Runbeck, per the agreed schedule, Runbeck will need to extend its delivery dates accordingly.
25. In the event a product or service is not fully defined in the scope of work for sample ballot printing, ballot printing, insertion and mailing services or a new product or service is requested by the County from Runbeck, Runbeck will submit a quote to the County for such request. Only when the County agrees to proceed, is when execution of the quote will occur.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 24, 2020

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

**SUBJECT:** FORKLIFT PURCHASE

**SUMMARY:**

**Overview:**

The Kings County Office of Emergency Services is requesting permission to purchase a forklift from Quinn Lift, Inc.

**Recommendation:**

- a. Approve the purchase of a forklift for the Office of Emergency Services from Quinn Lift, Inc; and
- b. Approve the budget change. (4/5 vote required)

**Fiscal Impact:**

There is no impact to the General Fund. The cost of the forklift is approximately \$24,701. The purchase shall be funded by the Fire Fund, Office of Emergency Services Budget Unit 243000. The funds were originally budgeted in the Fiscal Year 2019-2020 Adopted Budget, Office of Emergency Services' Special Department Expense Account 92063. The Office of Emergency Services is requesting to transfer the funds to the Office of Emergency Services Equipment Account 94000.

**BACKGROUND:**

The Office of Emergency Services annually receives the Emergency Management Performance grant, a federal grant, which passes through the State of California down to the local operational areas. The goal of this grant is to provide funding for emergency management staff, as well as trainings and equipment in support of local operational area emergency management goals and functions. The Office of Emergency Services is requesting to purchase a forklift, which will provide logistical support for receiving, storing, and dispersing supplies such as water for use during disaster response.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **FORKLIFT PURCHASE**

**March 24, 2020**

**Page 2 of 2**

Currently, the Office of Emergency Services has to request that large shipments be delivered on a truck equipped with a lift gate or request assistance from another department, who has a forklift. Having a forklift readily available and dedicated to supporting emergency management efforts will allow the Office of Emergency Services to manage the storage and disbursement of supplies located throughout the County's operational area. Quotes were solicited from Quinn Lift, Inc., Cromer Material Handling, Toyota Material Handling, and Fork Lift Specialties, and the Purchasing Manager agrees upon the recommended award.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 24, 2020

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

**SUBJECT:** PLOTTER PRINTER PURCHASE

**SUMMARY:**

**Overview:**

The Kings County Office of Emergency Services is requesting approval to purchase a plotter printer from CDW, LLC.

**Recommendation:**

- a. Approve the purchase of a plotter printer from CDW, LLC; and
- b. Approve the budget change. (4/5 vote required)

**Fiscal Impact:**

There is no cost to the General Fund. The purchase of the plotter will be funded from the Fire Fund, Office of Emergency Services Budget Unit 243000. The plotter will cost approximately \$10,184. These funds were originally budgeted in the Fiscal Year 2019-2020 Adopted Budget, Office of Emergency Services' Special Department Expense Account 92063. The Office of Emergency Services is requesting to transfer the funds to the Office of Emergency Services' Fixed Assets/Equipment Account 94000.

**BACKGROUND:**

The Office of Emergency Services (OES) annually receives the Emergency Services Performance grant, a federal grant, which passes through the State of California down to the local operational areas. The goal of this grant is to provide funding for emergency Services staff, as well as trainings and equipment in support of local operational area emergency Services goals and functions. This purchase will improve the equipment capabilities of the Kings County Emergency Operations Center (EOC) by replacing the non-functioning plotter printer that is currently located in the EOC. When the plotter printer stopped functioning during the year, both OES and the

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **PLOTTER PRINTER PURCHASE**

**March 24, 2020**

**Page 2 of 2**

Information Technology Department determined that it would be most cost effective to replace the plotter printer with a new one. Maintaining a plotter printer within the EOC is a priority of the Department for printing maps as well as oversized signage. Both of these valuable tools support intelligence gathering and information sharing capabilities within the EOC, with the field response of an incident, and even with the public. Quotes were solicited by the Information Technology Department from Dell, IT Supplies, and CDW, LLC, and the Purchasing Manager agrees upon the recommended award.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 24, 2020

**SUBMITTED BY:** Human Services Agency – Sanja Bugay/Wendy Osikafo  
**SUBJECT:** PURCHASE OF DESKTOP COMPUTERS AND LAPTOPS  
**SUMMARY:**

**Overview:**

The Human Services Agency is requesting approval for the purchase of new desktop and laptop computers to replace existing ones that are out of warranty.

**Recommendation:**

**Approve the purchase for replacement of 164 laptops and 99 desktop computers.**

**Fiscal Impact:**

There is no impact to the County General Fund. The total cost to replace the laptops and desktop computers is \$386,357. All expenses will be paid for from budget unit 510000, account 92103. This purchase was included in the Adopted Fiscal Year 2019-2020 Budget.

**BACKGROUND:**

The Human Services Agency employs approximately 450 employees. Each employee requires certain types of equipment to perform their jobs. Equipment must be kept up to date to meet increasing security requirements and run the latest versions of software. Replacing this equipment that is off warranty ensures that staff provide adequate services to customers, with equipment that is up to date and functioning properly.

Information Technology is coordinating this purchase.

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 24, 2020

**SUBMITTED BY:** HUMAN SERVICES AGENCY – Sanja Bugay/Monica Connor

**SUBJECT:** TRANSITIONAL HOUSING PROGRAM AND HOUSING NAVIGATOR PROGRAM APPLICATION RESOLUTIONS

**SUMMARY:**

**Overview:**

The Department of Housing and Community Development (HCD) received authority by the Budget Act of 2019 to allocate funds for the Transitional Housing Program and the Housing Navigator Program. The Human Services Agency is requesting approval to accept the allocations from the California State Department of Housing and Community Development to be utilized for transitional housing and home navigation pursuant in part to Section 2 of the Budget Act to 2019.

**Recommendation:**

- a. Adopt a Resolution for the Transitional Housing Program; and
- b. Adopt a Resolution for the Housing Navigator Program; and
- c. Authorize the Human Services Agency Director to sign the Allocation Acceptance Applications for the Transitional Housing Program and the Housing Navigator Program.

**Fiscal Impact:**

There is no impact to the County General Fund. There is no required County match. The Transitional Housing Program allocation amount for Kings County is \$40,000. The Housing Navigator Program allocation amount for Kings County is \$34,135.

**BACKGROUND:**

The Transitional Housing Program allocation was created pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), where the Department of Housing and Community Development (HCD) shall allocate \$8 million in funding to counties for the purpose of housing

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

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



## **Agenda Item**

### **TRANSITIONAL HOUSING PROGRAM AND HOUSING NAVIGATOR PROGRAM APPLICATION RESOLUTIONS**

**March 24, 2020**

**Page 2 of 2**

stability to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.

The Transitional Housing Program allocation amount for Kings County is \$40,000. The allocation is based on the County's percentage of the total statewide number of young adults aged 18 to 25 years, who were in the foster care system. This allocation will continue annually.

The Housing Navigation Program allocation was developed pursuant to Item 2240-103-0001 of Section 2 of the Budget Act of 2019, as amended by Section 16 of Chapter 363 of the Statutes of 2019 (SB 109), where the Department of Housing and Community Development (HCD) shall allocate \$5 million in funding to counties for the support of housing navigators to help young adults aged 18 years and up to 21 years secure and maintain housing, with priority given to young adults who were in the foster care system. The County may use the funding to provide housing navigation services directly, or through a contract with other housing assistance programs in the County.

The Housing Navigation Program allocation amount for Kings County is \$34,135. The allocation is based on the County's percentage of the total statewide number of young adults aged 18 through 21 year old in foster care. This is a one-time allocation.

Both allocations are to be used to provide housing and supportive services to assist young adults in Kings County. The allocations will be utilized by the Human Service Agency's Supportive Services Unit to enhance and expand services to the homeless community.

County Counsel has reviewed and approved the Resolutions as to form.

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

\*\*\*\*\*

IN THE MATTER OF A RESOLUTION  
AUTHORIZING APPLICATION FOR  
AND THE ACCEPTANCE OF THE  
COUNTY ALLOCATION AWARDED  
UNDER THE TRANSITIONAL  
HOUSING PROGRAM \_\_\_\_\_/

RESOLUTION NO. 2020 -

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance form, dated February 7, 2020 under the Transitional Housing Program (“THP” or “Program”) for \$8 million authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code;

WHEREAS, the Allocation Acceptance form relates to the availability of the THP Allocation funds; and

WHEREAS, the Kings County Human Services Agency (“Agency”), was mentioned in the Allocation Acceptance form, dated February 7, 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Kings as follows:

1. The Agency is hereby authorized and directed to apply for and accept their THP Allocation award, as detailed in the Allocation Acceptance form, up to the amount authorized the Allocation Acceptance form and applicable state law.

2. The Director of the Agency, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation award, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the THP Allocation award, and all amendments thereto (collectively, the “THP Allocation Award Documents”).

3. The Agency shall be subject to the terms and conditions that are specified in the THP Allocation Award Documents, and shall use the TRANSITIONAL HOUSING PROGRAM Allocation award funds in accordance with the Allocation Acceptance form, other applicable rules and laws, the THP Program Documents, and any and all THP requirements.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 24th day of March, 2020, by the following vote:

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

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 24th day of March, 2020.

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

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

\* \* \* \* \*

IN THE MATTER OF A RESOLUTION  
AUTHORIZING APPLICATION FOR  
AND THE ACCEPTANCE OF THE  
COUNTY ALLOCATION AWARDED  
UNDER THE HOUSING  
NAVIGATORS PROGRAM \_\_\_\_\_/

RESOLUTION NO. 2020 -

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance form, dated February 7, 2020 under the Housing Navigators Program (“HNP” or “Program”) for \$5 million authorized by item 2240-103-0001 of section 2.00 of the Budget Act of 2019, as amended by Section 16 of Chapter 363 of the Statutes of 2019 (SB 109);

WHEREAS, the Allocation Acceptance form relates to the availability of HNP Allocation funds; and

WHEREAS, the Kings County Human Services Agency (“Agency”), was mentioned in the Allocation Acceptance form, dated February 7, 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Kings (“County”) as follows:

1. The Agency is hereby authorized and directed to apply for and accept their HNP Allocation award, as detailed in the Allocation Acceptance form, up to the amount authorized the Allocation Acceptance form and applicable state law.
2. The Director of the Agency, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the HNP Allocation award, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the HNP Allocation award, and all amendments thereto (collectively, the “HNP Award Documents”).
3. That Applicant shall be subject to the terms and conditions that are specified in the HNP Allocation Award Documents, and that Applicant will use the HNP award funds in accordance with the Allocation Acceptance form, other applicable rules and laws, the HNP Program Documents, and any and all HNP requirements.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 24th day of March, 2020, by the following vote:

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

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 24th day of March, 2020.

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

Housing Navigators Program (HNP) Allocation Acceptance										Rev. 2/4/20	
<b>County Allocation:</b>									<b>\$34,135</b>		
<p>Pursuant to Item 2240-103-0001 of Section 2 of the Budget Act of 2019, as amended by Section 16 of Chapter 363 of the Statutes of 2019 (SB 109), the Department of Housing and Community Development (HCD) shall allocate \$5 million in funding to counties for the support of housing navigators to help young adults aged 18 years and up to 21 years secure and maintain housing, with priority given to young adults in the foster care system. The county may use the funding to provide housing navigation services directly or through a contract with other housing assistance programs in the county. It is encouraged that the county coordinate with the local Continuum of Care to foster communication and collaboration.</p>											
Allocation Applicant											
Allocation Applicant is a County Child Welfare Agency										Yes	
<p>Pursuant to statute, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to establish the formula allocation for the purpose of distributing these funds to counties. The formula allocation is based on each county's percentage of the total statewide number of young adults aged 18 through 21 year old in foster care. The allocation excludes Alpine, Mono, and Sierra counties because their calculation did not demonstrate a need for young adults aged 18-21.</p>											
Applicant County		Kings County									
Legal name of Applicant as stated on resolution					Kings County Human Services Agency						
Address		1400 W. Lacey Blvd. Bldg. 8			City		Hanford		State		CA
Zip		93230									
Auth Rep Name		Sanja Bugay			Title		Director		Auth Rep Email		Sanja.Bugay@co.kings.ca.us
Phone		(559) 852-2200									
Contact Name		Cory Jasso			Title		Social Service Supervisor		Email		Cory.Jasso@co.kings.ca.us
Phone		(559) 852-2360									
Address		1400 W. Lacey Blvd. Bldg. 8			City		Hanford		State		CA
Zip		93230									
Federal Tax ID Number (FEIN):		94-600814									
Administrative Fiscal Representative											
Legal Name		Atonya Moore			Contact Name		Atonya Moore		Contact Email		Atonya.Moore@co.kings.ca.us
Phone		(559) 852-2214									
Address		1400 W. Lacey Blvd. Bldg. 8			City		Hanford		State		CA
Zip		93230									
File Name:		App Resolution			Reference sample resolution document				Attached to email?		Yes
File Name:		App Signature Block			Signature Block - upload in Microsoft Word document				Attached to email?		Yes
File Name:		App TIN			Reference Taxpayer Identification Number (TIN) document				Attached to email?		Yes
Use of Funds											
<p>The HNP program funds housing navigators for county child welfare agencies. The role of a housing navigator is to act as a housing specialist to assist young adults with their pursuits of locating available housing and overcoming barriers to locating housing. Housing navigator activities may include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1) Assist young adults aged 18-21 secure and maintain housing (with priority given to young adults in the state's foster care system);</li> <li>2) Provide housing case management which include essential services in emergency supports to foster youth;</li> <li>3) Prevent young adults from becoming homeless; and</li> <li>4) Improve coordination of services and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.</li> </ol>											
Expenditure of Funds											
<p>Any grant funds remaining unexpended as of June 30, 2022, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300, no later than July 31, 2022 and must reference the Contract Number.</p>											
Allocation Acceptance Requirements											
<p><b>In order to accept and receive an allocation, Applicants must submit the following: Signed Allocation Acceptance form, Signed Resolution, and TIN form. A complete signed application with all applicable information must be received by HCD via email no later than 5:00 p.m. on:</b></p> <p style="text-align: center; color: red;"><b>Tuesday, March 31, 2020</b></p> <p style="text-align: center;">HCD will only accept applications electronically at the following email address:  <a href="mailto:Stephanie.Tran-Houangvilay@hcd.ca.gov">Stephanie.Tran-Houangvilay@hcd.ca.gov</a></p>											
Reporting Requirements											
<p>Applicant acknowledges and agrees to submit an annual report to the Department for the three years following distribution of HNP Program funds addressing the following:</p> <ol style="list-style-type: none"> <li>1) How many people were served?</li> <li>2) What were the funds used for?</li> <li>3) Who were the housing navigator(s)?</li> <li>4) How many people served were in foster care?</li> </ol>										Yes	
Certification											
<p><b>On behalf of the entity identified in the signature block below, I certify that:</b></p> <p>The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct. I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.</p> <p>In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.</p>											
Sanja Bugay		Director			[Signature]				[Date]		
Printed Name		Title of Signatory			Signature				Date		
Entity Name: Kings County Human Services Agency					Phone Number: (559) 852-2000						
Entity Address: 1400 W. Lacey Blvd. Bldg. 8					City: Hanford		State: CA		Zip: 93230		

Transitional Housing Program (THP) Allocation Acceptance										Rev. 2/4/20			
County Allocation:									<b>\$40,000</b>				
Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate \$8 million in funding to counties for the purpose of housing stability to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.													
<b>Allocation Applicant</b>													
Allocation Applicant is a County Child Welfare Agency										Yes			
Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults aged 18 to 25 years in foster care. The allocation excludes Alpine and Sierra county because their calculation did not demonstrate a need for young adults aged 18 to 25.													
Applicant County		Kings County											
Legal name of Applicant as stated on resolution:			Kings County Human Services Agency										
Address		1400 W. Lacey Blvd. Bldg. 8			City		Hanford		State	CA	Zip	93230	
Auth Rep Name	Sanja Bugay		Title	Director		Auth Rep Email		Sanja.Bugay@co.kings.ca.us		Phone	(559) 852-2000		
Contact Name	Cory Jasso		Title	Social Service Supervisor		Email		Cory.Jasso@co.kings.ca.us		Phone	(559) 852-2360		
Address		1400 W. Lacey Blvd. Bldg. 8			City		Hanford		State	CA	Zip	93230	
Federal Tax ID Number (FEIN)			94-600814										
<b>Administrative Fiscal Representative</b>													
Legal Name		Atonya Moore			Contact Name		Atonya Moore		Contact Email		Atonya.Moore@co.kings.ca.us		
Phone	(559) 852-2214		Address		1400 W. Lacey Blvd. Bldg. 8			City	Hanford	State	CA	Zip	93230
File Name:	App Resolution		Reference sample resolution document				Attached to email?		Yes				
File Name:	App Signature Block		Signature Block - upload in Microsoft Word document				Attached to email?		Yes				
File Name:	App TIN		Reference Taxpayer Identification Number (TIN) document				Attached to email?		Yes				
<b>Use of Funds</b>													
Funds shall be used to help young adults who are 18 to 25 years of age secure and maintain housing. Use of funds may include, but are not limited to:													
1) Identify and assist housing services for this population in your community;													
2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system);													
3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and													
4) Provide engagement in outreach and targeting to serve those with the most severe needs.													
<b>Expenditure of Funds</b>													
Any grant funds remaining unexpended as of June 30, 2022, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300, no later than July 31, 2022 and must reference the Contract Number.													
<b>Allocation Acceptance Requirements</b>													
In order to accept and receive an allocation, applicants must submit the following: Signed Allocation Acceptance form, Signed Resolution, and TIN Form. HCD will only accept applications electronically via email no later than 5:00 p.m. on:													
<b>Tuesday, March 31, 2020</b>													
HCD will only accept applications electronically at the following email address:													
<a href="mailto:THP@hcd.ca.gov">THP@hcd.ca.gov</a>													
<b>Reporting Requirements</b>													
Applicant acknowledges and agrees to submit an annual report to the Department for the three years following distribution of TAY Program funds addressing the following:													
1) How many people were served?													
2) What were the funds used for?													
3) Who were the housing navigator(s)?													
4) How many people served were in foster care?													
5) How many people served were in probation system?													
<b>Certification</b>													
<b>On behalf of the entity identified in the signature block below, I certify that:</b>													
The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.													
I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.													
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.													
Sanja Bugay		Director											
Printed Name		Title of Signatory		Signature				Date					
Entity Name: Kings County Human Services Agency				Phone Number: (559) 852-2000									
Entity Address: 1400 W. Lacey Blvd. Bldg. 8				City: Hanford		State: CA		Zip: 93230					



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 24, 2020

**SUBMITTED BY:** Public Works Department – Kevin McAlister/Mel Laningham

**SUBJECT:** AUTHORIZATION TO DECLARE CERTAIN VEHICLES AS SURPLUS ASSETS

**SUMMARY:**

**Overview:**

The Public Works Department is seeking authorization to declare 10 vehicles and 3 truck beds as surplus and authorization for the Purchasing Manager to sell said items at public auction.

**Recommendation:**

- a. Declare 10 vehicles and 3 truck beds as surplus; and
- b. Authorize the Purchasing Manager to sell this surplus equipment at public auction.

**Fiscal Impact:**

Revenues from the sale of these fixed assets will be deposited into Fund 300100 (Roads) and 500100 (Fleet).

**BACKGROUND:**

The Roads Division of Public Works has 10 vehicles and 3 truck beds that 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 list of these vehicles is provided below, with an explanation of the reason for this request – unable to meet emission standards, unable to reuse on a new frame, and/or age.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

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



# Agenda Item

## AUTHORIZATION TO DECLARE CERTAIN VEHICLES AS SURPLUS ASSETS

March 24, 2020

Page 2 of 2

EQUIPMENT #	SERIAL #	YEAR	MAKE	MODEL	MILEAGE	REASON FOR SELLING
50244	B500223B019053	1986	CASE IH	585	1597	EMISSIONS AND AGE
50245	C555025	1978	FORD	4100	2701	EMISSIONS AND AGE
50505	4311	1978	BROS	LSPRM8A	3420	EMISSIONS AND AGE
50821	K-4557	1982	ETENYR	M-202-78	2011	EMISSIONS AND AGE
51206	4V2JCBE6MR811933	1991	GMC	DUMP TRUCK	36917	EMISSIONS AND AGE
51211	4V2JCBME5NR816442	1992	VOLVO	WG64	38574	EMISSIONS AND AGE
51212	4V2JCBME7NR816443	1992	GMC	DUMP TRUCK	56277	EMISSIONS AND AGE
51216	1FVNZCYB4KH408982	1989	FREIGHTLINER	FLC11264	18001	EMISSIONS AND AGE
52000	3FCLF53S9XA22061	1999	FORD	VISION	51560	AGE
52862	1GCKP32N9L3306180	1990	CHEVROLET	STEP VAN 74	153229	AGE
12 YARD DUMP TRUCK BED			NOT ABLE TO PLACE ON NEW TRUCK FRAME			
12 YARD DUMP TRUCK BED			NOT ABLE TO PLACE ON NEW TRUCK FRAME			
HEATED PATCH TRUCK BED			NOT ABLE TO PLACE ON NEW TRUCK FRAME			



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 24, 2020

**SUBMITTED BY:** Veterans Services – Scott Holwell/Codi Hicke  
**SUBJECT:** VETERAN AND MILITARY WOMEN’S HISTORY WEEK

**SUMMARY:**

**Overview:**

Veterans Services is requesting the Board to declare the week of March 22 – 28, 2020 as Veteran and Military Women’s History Week in Kings County in order to honor all current women military members and veterans for their sacrifice and contributions to the United States (U.S.) Armed Forces.

**Recommendation:**

**Adopt a Resolution proclaiming the week of March 22 – 28, 2020 as Veteran and Military Women’s History Week in Kings County.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Kings County military women and veterans are part of a long and proud legacy of military service, and the fourth week of March is an important time to recognize their significant contributions to the Armed Forces of the United States and local communities.

Even before the enactment of the Women’s Armed Services Integration Act of 1984, women have consistently answered the call to service. Since the American Revolution, throughout each major U.S. conflict, and during times of peace, women have always defended the freedoms and citizens of this nation.

Female active-duty military and veterans in Kings County are diverse in character, integrity, resourcefulness, courage, and conviction. They are recognized leaders, steadfast volunteers, and devoted family members. It is the County’s duty to recognize the contributions and sacrifices of all, who have served and continue to serve in the U.S. Armed Forces.

Staff requests that your Board adopt a Resolution recognizing March 22 – 28, 2020 as Veteran and Military Women’s History Week in Kings County. The Resolution has been reviewed and approved as to form by County Counsel.

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_

BEFORE THE BOARD OF SUPERVISORS IN AND FOR THE  
COUNTY OF KINGS, STATE OF CALIFORNIA

\*\*\*\*\*

IN THE MATTER OF PROCLAIMING                      RESOLUTION NO.  
MARCH 22 – 28, 2020 AS VETERAN  
AND MILITARY WOMEN’S HISTORY  
WEEK IN KINGS COUNTY /

WHEREAS, women play critical economic, cultural, and social roles in every sphere of life and constitute a significant portion of the labor force, working both in and out of the home, as well as courageously serving in our country’s armed forces; and

WHEREAS, approximately two (2) million women in the United States are veterans; and

WHEREAS, California has the third largest population of women veterans in the country; and

WHEREAS, approximately one-thousand three hundred (1,300) women in Kings County are veterans; and

WHEREAS, in 1943, Congress introduced and passed legislation to establish the Women's Army Corps (WAC), which provided full military status to women making these contributions; and

WHEREAS, in 1967, the Women's Armed Services Integration Act was amended to lift restrictions on the number and ranks of women in the military; and

WHEREAS, women are now the fastest growing segment of the veteran community; and

WHEREAS, women veterans have served in every branch of the military and in various roles, including ordnance, gunners, police, pilots, ship handlers, truck drivers, and fuel suppliers; and

WHEREAS, women veterans bring a unique skill set and perspective to military service, have selflessly and courageously served their country, and deserve recognition for their incredible sacrifices and service.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Kings County Board of Supervisors hereby proclaims March 22 - 28, 2020, as Veteran and Military Women's History Week in Kings County.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held this 24<sup>th</sup> day of March 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Doug Verboon, Chairman  
Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this 24<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Melanie Curtis,  
Deputy Clerk to 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 March 24, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** RECOGNIZING MARCH 2020 AS WOMEN’S HISTORY MONTH IN KINGS COUNTY

**SUMMARY:**

**Overview:**

A resolution is presented to recognize women leaders in history.

**Recommendation:**

Adopt a Resolution recognizing March 2020 as Women’s History Month in Kings County.

**Fiscal Impact:**

None.

**BACKGROUND:**

The annual observance of National Women’s History week was declared in a presidential Proclamation by President Carter in 1980 and was declared National Women’s History Month by Congress in 1987. This was done to provide an opportunity for all Americans to recognize the contributions women have made to this nation, and to honor those who blazed trails for women’s empowerment and equality.

Women’s history takes a new look at all that has gone before and tells the story of a shared past from a different perspective, not rewriting history, but presenting and expanding a version of history that recognizes and honors the accomplishments of women.

A presentation was planned to recognize women local leaders. However, due to recent circumstances, that presentation will be scheduled for a later date. Staff requests that your Board adopt a Resolution recognizing March 2020 as Women’s History Month in Kings County. The Resolution has been reviewed as to form by County Counsel.

**BOARD ACTION :**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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

BEFORE THE BOARD OF SUPERVISORS IN AND FOR THE  
COUNTY OF KINGS, STATE OF CALIFORNIA

\*\*\*\*\*

IN THE MATTER OF PROCLAIMING                      RESOLUTION NO.  
MARCH 2020 AS KINGS COUNTY  
WOMEN'S HISTORY MONTH \_\_\_\_\_ /

WHEREAS, National Women's History week was declared in a presidential Proclamation by President Carter in 1980 and was declared National Women's History Month by Congress in 1987 as an opportunity for us to recognize the contributions women have made to our nation, and to honor those who blazed trails for women's empowerment and equality; and

WHEREAS, Women of every race, class, and ethnic background make contributions to the growth and strength of our County in countless recorded and unrecorded ways; and

WHEREAS, Women play critical economic, cultural, and social roles in every sphere of life, constituting a significant portion of the labor force, working both in and out of the home, as well as courageously serving in our country's armed forces; and

WHEREAS, Women are leaders, serving in the forefront of progressing social change movements, securing their own rights of suffrage and equal opportunity, and fighting for the rights of others to create a more fair and just society for all; and

WHEREAS, Despite these contributions, the role of women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history. Including Susan B. Anthony, Lucy Stone, Lucretia Mott, Elizabeth Cady Stanton, Harriet Tubman, and Alice Paul among other women leaders who struggled for equality; and

WHEREAS, Women's history takes a new look at all that has gone before and tells the story of our shared past from a different perspective, not rewriting history, but presenting and expanding a version of history that recognizes and honors the accomplishments of women; and

WHEREAS, Women have been on the forefront of many groundbreaking ideas in science, technology, and have improved our daily lives. Including Mary G. Ross, Virginia Apgar, Susan Solomon, Julia Morgan, Patricia Bath, Flossie Wong-Staal, Sally Ride, and pioneers including Dr. Sally Ride, Elizabeth Blackwell, Clara Barton, Amelia Earhart, and Sandra Day O'Conner among other women leaders who have opened doors for others.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Kings County Board of Supervisors hereby proclaims March 2020 as Women's History Month in Kings County

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held this 24<sup>th</sup> day of March, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

/s/ \_\_\_\_\_  
Chairman, Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this 24<sup>th</sup> day of March, 2020.

/s/ \_\_\_\_\_  
Melanie Curtis, Deputy Clerk to 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 March 24, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** DEFENSE OF THE INDIGENT ACCUSED JUVENILE DELINQUENCY AND  
LANTERMAN–PETRIS–SHORT ACT CONSERVATORSHIP CONTRACT

**SUMMARY:**

**Overview:**

Kings County provides criminal defense services to the indigent through a series of agreements with private attorneys. These contracts run on a fiscal year basis and are, therefore, renewed prior to July 1 each year. However, each year, there are typically changes that occur that require mid-year approval for new contractors, which is proposed as part of this action.

**Recommendation:**

Authorize the County Administrative Officer to sign a juvenile delinquency, dependency, and Lanterman–Petris–Short Act conservatorship agreement with Kevin Thompson for legal representation of the indigent accused effective March 23, 2020 through June 30, 2020.

**Fiscal Impact:**

The proposed contract will cost approximately \$7,586 per month, which amounts to approximately \$24,781 over the term of the contract. Adequate funding is available for this contract in the Fiscal Year 2019-20 Budget, within Budget Unit 302500.

**BACKGROUND:**

Changes proposed to the annual contracts with the attorneys that provide indigent defense services are typically due to terminations, resignations, and changes/additions recommended by staff. Currently, the County of Kings has a contract for such legal services with Mr. Brent Woodward, who recently notified the County that he is no longer able to provide services under his contract. As a result, a contract for indigent defense services with Mr. Kevin Thompson is proposed to replace Mr. Woodward. A copy of the agreement is attached, which has been reviewed and approved as to form by County Counsel.

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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



**AGREEMENT FOR INDIGENT LEGAL SERVICES**  
**JUVENILE DELINQUENCY, DEPENDENCY**  
**AND LPS CONSERVATORSHIP CASES**

**THIS AGREEMENT** is made and entered into on March 23, 2020, by and between KEVIN THOMPSON, hereinafter "Attorney", and the County of Kings, hereinafter "County".

**WITNESSETH:**

**WHEREAS**, minors who are the subject of petitions filed pursuant to Welfare and Institutions Code Section 600 *et seq.*, hereinafter "Clients", and parents or legal guardians who are parties to actions filed pursuant to Welfare and Institutions Code Section 300 *et seq.*, hereinafter "Clients", are entitled to representation by an attorney; and persons who are the subject of petitions filed pursuant to the Lanterman Petris Short Act (Welfare and Institutions Code Section 5000 *et seq.*) and other related actions, hereinafter "Clients", are entitled to representation by an attorney; and

**WHEREAS**, the cost and expense of counsel to represent indigent Clients for cases filed under Welfare and Institutions Code Section 600 *et seq.* and the Lanterman Petris Short Act is a proper and lawful charge upon the County; and

**WHEREAS**, the cost and expense of counsel to represent Clients for cases filed under Welfare and Institutions Code Section 300 *et seq.* is a proper and lawful charge upon the Superior Court of the State of California in and for the County of Kings, hereinafter "Court", pursuant to Government Code Section 77003 and California Rules of Court, rule 10.810; and

**WHEREAS**, it is in the public interest that the County contract with private counsel to render the usual and customary legal services for the representation of Client; and

**WHEREAS**, Attorney is ready, willing and able to provide indigent legal services to Clients as assigned.

**NOW, THEREFORE**, the Parties agree as follows:

**1. TERM**

This Agreement shall take effect on March 23, 2020, and shall remain in effect through June 30, 2020, unless extended by mutual written consent or terminated earlier as set forth in Section 8 below.

## 2. SCOPE OF ATTORNEY SERVICES

A. General. Attorney shall represent Clients whom the Court has deemed indigent, pursuant to assignment to one or more Court departments as determined by the County's Contract Administrator, hereinafter "Contract Administrator" and in accordance with the provisions of this Agreement. Attorney's duties include, but are not limited to, those set forth in Exhibit A.

B. Pending Cases; Transition. At the commencement of this Agreement, County shall cooperate fully with Attorney to cause the orderly transition of legal services from Attorney's predecessor to Attorney. Upon termination of this Agreement, Attorney shall cooperate fully with County, Contract Administrator, and with any other persons as may be designated by County to succeed Attorney, to cause the orderly transition of legal services from Attorney to his or her successor. The cooperation specified in this subsection includes, but is not limited to, the releasing of such files, papers, and records as may be required to carry out the provisions of this Agreement and any subsequent agreement with a successor attorney and to insure the continued adequate legal representation of Clients.

If Attorney has continuing obligations regarding any Clients assigned by the Court prior to the commencement of Attorney's duties pursuant to this Agreement, Attorney shall continue to represent such Clients under the terms of this Agreement.

C. Rotating Appointments. Attorney expressly acknowledges that County has contracted with other attorneys for the same or similar contractual responsibilities, hereinafter "Other Attorneys". Appointments shall be made on a rotating basis to Attorney and to Other Attorneys who may have the same or similar contractual responsibilities.

D. Prohibition of Association with Other Attorneys. Attorney shall not have, develop, or maintain any association, partnership, employer-employee, or agency relationship with any Other Attorney contracting with County to provide representation for Clients.

E. Cooperative Efforts. The Parties intend that through the cooperative efforts of Attorney with Other Attorneys and with Contract Administrator that a comprehensive representation of the indigent system of Clients will be provided, and that all necessary court appearances in connection therewith will be made in a timely and efficient manner. Attorney shall cooperate with Other Attorneys to provide conflict coverage for each other which may occur due to conflict of interest or other appropriate absence. No additional compensation shall be charged to County by Attorney for coverage for Other Attorneys. In order to facilitate court coverage, Attorney will obtain and carry a cell phone or other such device and provide the Court, County, and Contract Administrator with the number

to devices.

F. Conflicts; Procedure and Duties. Attorney shall establish a system for screening new appointments upon intake to discover potential conflicts of interest. In the event Attorney has a conflict preventing representation of any Client pursuant to this Agreement, Attorney shall advise the Court and Contract Administrator of the conflict and to assist in the transfer of the case to Other Attorney to provide indigent legal services of the same type. Non-contracting counsel shall not be appointed to provide indigent legal services unless and until all Other Attorneys who have contracted to provide services of the type in question have each individually declared a conflict, or have otherwise been disqualified from providing the legal services.

G. Continuation of Services After Termination. Unless otherwise notified by County or by mutual agreement, upon termination of this Agreement for any reason, Attorney shall nevertheless continue to represent existing Clients through finality of the trial court phase. Services shall be provided in such cases in the same manner as provided in this Agreement. Compensation for such services shall be at the prevailing rate as established by the Court.

### **3. MINIMUM PROFESSIONAL QUALIFICATIONS**

Attorney represents that he or she is an active member of the California State Bar in good standing and has the necessary professional qualifications and abilities to provide the indigent legal services as required by this Agreement. Attorney represents that he or she will comply with all federal, state, and local statutes, regulations, and ordinances regarding such professional qualifications.

Attorney specifically acknowledges and shall comply with the requirements of California Rules of Court, rule 5.660 and Kings County Superior Court Local Rules, rule 614 for completion of at least eight (8) hours of training or education in the area of juvenile dependency law.

Attorney specifically acknowledges and shall comply with the requirements of California Rules of Court, rule 5.664 and Kings County Superior Court Local Rules, rule 615 for completion of at least twelve (12) hours of training or education in the area of juvenile delinquency law.

Attorney specifically acknowledges and shall comply with the requirements of California Rules of Court, rule 7.1101(b)(2) where Attorney must have the experience of having represented at least three (3) conservatees in addition to the completion of three (3) of five (5) tasks ranging from types of probate representation to the drafting of wills or trusts prior to being appointed as counsel by the court.

#### 4. STANDARDS OF REPRESENTATION

Attorney shall meet the legal standards required for providing competent representation in California pursuant to California and Federal law consistent with constitutional and professional standards including, but limited to, ABA Model Code of Professional Responsibility, the California Rules of Professional Conduct, and the Business and Professions Code.

#### 5. COMPENSATION

A. Rate. Attorney shall be compensated in the amount of \$24,781.78 in full satisfaction for all services rendered by Attorney under this Agreement. In the event that Attorney commences his or her duties under this Agreement, or this Agreement is terminated for any reason, on other than a monthly or annual anniversary date, the compensation shall be prorated based upon a thirty (30) day month.

B. Payment. For the month of March, compensation will be paid in one payment of \$2,023.00 for eight (8) days worked beginning March 23, 2020 and ending on March 31, 2020. Thereafter, compensation will be paid in three (3) equal monthly payments of \$7,586.26 on the tenth (10th) day of each month for services rendered in the preceding month.

C. Non-Appropriation. Notwithstanding anything to the contrary herein, County shall not be liable to pay Attorney any amounts whatsoever under this Agreement, and Attorney shall have no obligation to provide service hereunder, unless and until the Board of Supervisors of Kings County budgets and appropriates funds for such purpose. Both Parties understand, acknowledge and agree that during the term of this Agreement due to State and County Budget issues it is possible that the Board of Supervisors may be required to amend the County Budget and reduce the amount budgeted and appropriated for the purpose of paying Attorney hereunder, and consequently the amount of compensation due Attorney hereunder may be reduced accordingly by County.

D. Closure of Courts. Both Parties understand, acknowledge and agree that due to State budget issues it is possible that the Court may close its operations either for portions of days, or for an entire day or days. If at any time during the term of this Agreement, the Court does close for portions of days or for an entire day or days, then the compensation provided may be subject to appropriate reduction. Such percentage reduction shall be calculated by dividing the number of hours by which the Court's operation is reduced by the number of hours the Court was open prior to the partial closure.

E. Compensation is Sole Source of Income For Services. Attorney shall not accept directly or indirectly anything of value as consideration or as a gift for services rendered pursuant to this Agreement, except for compensation under this Agreement from County. Attorney shall neither charge nor receive any fee or payment directly or indirectly from any Client or Client's relative, employer, friend, employee, or agent for services rendered pursuant to this Agreement.

## 6. ADMINISTRATION OF AGREEMENT

County shall designate Contract Administrator who shall ensure the enforcement of the terms of this Agreement and coordinate the duties of Attorney with that of Other Attorneys. Attorney expressly agrees to comply with any and all courtroom assignments and coordination of duties as determined by Contract Administrator.

Contract Administrator at the time of execution of this Agreement is Marianne Gilbert, 4125 W. Noble, Suite 199, Visalia, California 93277, (559) 816-2997.

If County at any time during the term of this Agreement designates another person as Contract Administrator, County shall immediately notify Attorney in writing of the replacement Contract Administrator's name and contact information.

## 7. INDEPENDENT CONTRACTOR

Attorney is an independent contractor and not an agent, officer, or employee of County, Contract Administrator, or of any Other Attorney with whom County has contracted to provide indigent legal services. The Parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. Attorney shall have no claim against County for employee rights or benefits.

Any persons employed by Attorney shall be under Attorney's exclusive direction, supervision, and control. Attorney has exclusive responsibility for the acts of Attorney's employees and agents as they relate to the services to be provided under this Agreement. Attorney's employees and agents shall not be entitled to any rights or privileges of employees of County and shall not be considered in any manner to be officers, agents, or employees of the County or Contract Administrator.

## 8. TERMINATION

A. No Cause. Either Party may without cause terminate this Agreement, by giving ninety (90) days prior written notice of termination to the other Party.

B. Cause. Either Party may terminate this Agreement as a result of a material breach. The Non-defaulting Party shall provide written notice to the other Party, declaring a default in the performance of this Agreement. Such notice shall specify with particularity the basis of such default. Provided the default is not a violation of Section 4 above and is remediable, the Defaulting Party may be allowed to undertake a cure or propose a cure to such default within ten (10) working days after notice and shall proceed diligently to correct the default to the Non-defaulting Party's satisfaction. Should 1) the default be a violation of Section 4; 2) the default not be remediable; or 3) the cure can not be accomplished or undertaken in good faith, the Non-defaulting Party may elect to terminate this Agreement, which termination shall be effective and final upon ten (10) days prior written notice.

C. Failure to Perform. County also reserves the right to terminate this Agreement in the event Attorney is unable to perform services under this Agreement due to the failure or inability of the Court to regularly appoint Attorney to represent Clients. Such termination shall be effective upon ten (10) days prior written notice.

## **9. LIMITED PRIVATE PRACTICE PERMISSIBLE**

The performance of legal services under this Agreement shall be the principal business of Attorney and shall have priority over any other work performed by Attorney. Accordingly, Attorney shall be available for assignment of Clients at all times in which the Court is in session.

Attorney shall not be prohibited from engaging in private civil or criminal legal work providing that no private case shall be knowingly accepted or work done in connection therewith which would cause a conflict of interest to arise. Attorney shall not allow any legal work or work of any kind to interfere with the quality, timeliness, or efficient rendering of legal services under this Agreement.

## **10. TIME OFF AND SUBSTITUTE ATTORNEYS**

Attorney may take up to ten (10) days off per fiscal year (July-June) without charge or set-off provided that Attorney makes timely arrangements with substitute counsel to perform the services for Attorney during the absence and has coordinated the substitution in a timely manner with Contract Administrator. Substitute counsel chosen by Attorney shall meet the same standards and comply with the provisions of this Agreement and shall be approved by the Court for appearances before the Court as temporary substitute counsel.

For the period from March 23, 2020, through June 30, 2020, County will pay substitute counsel \$245.30 for each actual day worked by substitute counsel, not to exceed a total \$2,453.00 for the ten (10) days. Both Attorney and the

substitute counsel shall sign a statement verifying the substitution. The substitute counsel shall set forth the claimed days worked, signed under penalty of perjury, and turn in the claim to Contract Administrator at the end of the month worked or at the end of the following month. The days off shall be whole days but need not be consecutive.

**11. COSTS AND EXPENSES; INVESTIGATION AND EXPERT ASSISTANCE**

Attorney shall be solely responsible for all costs and expenses incurred in performing legal services pursuant to this Agreement except for court reporter fees, court interpreter fees, investigator fees, filing fees, transcript fees, and witness fees paid out of the Court's budget.

Attorney may obtain such expert assistance, interpreters, and investigators after obtaining approval and appointment by the Court. Attorney, in making the request for appointment, shall present to the Court a detailed statement outlining the reason such an appointment is necessary as well as a statement of the cost that will be incurred by the County in approving such an appointment. If County establishes a contract for investigative services, court interpreter services, or other professional services, Attorney will utilize the services of said contracted professionals in the performance of his or her legal services under this Agreement.

**12. INDEMNIFICATION**

Attorney shall indemnify, defend, and hold harmless County, its elected members of the Board of Supervisors, its agents, officers, and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Attorney's operations or services provided hereunder, including, but not limited to, any worker's compensation claims, suits, liability, or expense, arising from or connected with services performed on behalf of Attorney by any person pursuant to this Agreement.

Attorney shall also indemnify, defend, and hold harmless County, its agents, officers, and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any professional error, omission, or negligent act of Attorney.

**13. INSURANCE**

Attorney shall obtain and maintain insurance at all times while performing services hereunder, and demonstrate proof of insurance to the County Risk Manager, with

the following terms and limits:

A. General liability insurance to cover Attorney's office space to the extent that Attorney maintains an office in an amount of not less than one hundred thousand/three hundred thousand dollars (\$100,000/300,000) combined single limit, which policy shall name County as an additional insured;

B. Workers' compensation if and as required by law; and

C. Comprehensive Auto Liability insurance enforced for all owned and non-owned vehicles with a combined single limit of at least one hundred thousand/three hundred thousand dollars (\$100,000/300,000) per occurrence.

D. Professional liability insurance in an amount not less than one hundred thousand dollars (\$100,000) per occurrence and three hundred thousand dollars (\$300,000) annual aggregate limit covering Attorney's wrongful acts, errors and omissions.

The cost of obtaining such insurance shall be borne by Attorney. All policies shall be endorsed to state that coverage shall not be canceled, reduced in coverage or limits, except after thirty (30) days prior written notice being given to County.

#### **14. FINANCIAL ELIGIBILITY DETERMINATION**

Determination of financial eligibility or indigency evaluation is the sole responsibility of the Court. Non-privileged information subsequently obtained by Attorney which suggests that a Client is not eligible for appointment of counsel shall be provided to the Court. At the request of the Court, Attorney shall attend, as a witness, any hearing regarding Client's ability to reimburse the County for the value of Attorney's services. Attorney's participation in such a hearing remains subject to appropriate claims of privilege. Upon commencement of representation, Attorney shall advise Client of the requirements of this section.

#### **15. RETENTION OF FILES**

Attorney shall maintain all files and time records for each case in a safe and, if necessary, confidential storage consistent with applicable law, regulation and ethics responsibilities. County shall have access to such files, or the portion thereof necessary for administration of this Agreement or a successor agreement, for a period of at least five (5) years; however, County guarantees the confidentiality of such files/information for all other purposes. The County shall not be permitted access to any such file for any other purposes without the written consent of Attorney, or court order. Attorney may wish to obtain direction from clients in written form prior to commencement of



representation regarding the ultimate disposition of the file. If such disposition includes authorization to destroy, Attorney must, at the very least, retain time records and documents that pertain to contract administration, for a period of five (5) years.

**16. AUDITS**

Attorney shall make available records, reports, and additional information as requested by the County Auditor, the Presiding Judge of the Kings County Courts, the Court Executive Officer, the County Administrative Officer or Contract Administrator for auditing purposes. These records, reports and information shall not reveal information that is privileged or may otherwise compromise the defense of any pending case.

**17. NO ATTORNEY-CLIENT RELATIONSHIP**

This Agreement does not create the relationship of attorney and client between Attorney and County.

**18. ASSIGNMENT; SUBCONTRACTING**

This Agreement is personal to Attorney and is not assignable in whole or in part by Attorney.

Services to be provided by Attorney may be subcontracted with notice to the County and the permission of the Contract Administrator.

**19. ENTIRE AGREEMENT**

This Agreement, including Exhibit A, shall constitute the entire and sole agreement between the Parties and shall supersede any prior agreements entered into by the Parties. The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**20. SEVERABILITY**

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

**21. WAIVER**

No waiver of a breach of any provision of this Agreement shall constitute a waiver

of a breach of any other provision, or another breach of the same provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

**22. MODIFICATION OF AGREEMENT**

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

**23. NOTICES**

Any notices required under this Agreement shall be made by first-class mail. Notice shall be deemed to have been given three (3) days after deposit in the mail. Notices shall be given to the parties at the following addresses:

To Attorney: Kevin Thompson  
4125 W. Noble Avenue  
Visalia, CA 93277  
559.799.4126

To the County: Rebecca Campbell, CAO  
Kings County Government Center  
1400 W. Lacey Blvd.  
Hanford, CA 93230  
559.852.2375

With a Copy To: Lee Burdick, County Counsel  
Kings County Government Center  
1400 W. Lacey Blvd.  
Hanford, CA 93230  
559.852.2445

**IN WITNESS WHEREOF**, the Parties hereto have set their hands.

ATTORNEY

COUNTY OF KINGS

\_\_\_\_\_  
KEVIN THOMPSON

BY \_\_\_\_\_  
REBECCA CAMPBELL, CAO  
County of Kings

EXHIBIT "A"

DUTIES RELATING TO REPRESENTATION OF PERSONS  
PURSUANT TO WELFARE AND INSTITUTIONS CODE SECTION 317,  
CONFLICT ASSIGNMENT PURSUANT TO WELFARE AND INSTITUTIONS  
CODE SECTION 634, AND CONSERVATORSHIPS

1. Pursuant to Welfare and Institutions Code Section 634, conflict assignments for juvenile delinquency petitions.

2. Representation of persons pursuant to Welfare and Institutions Code Section 317 for Welfare and Institutions Code Section 300 cases, including but not limited to termination of parental rights proceedings pursuant to Welfare and Institutions Code Section 366.26 and the filing of petitions in the Court of Appeal for extraordinary writ pursuant to Welfare and Institutions Code Section 366.26, subdivision (l), and California Rules of Court, rules 8.450, 8.452, 8.454 and 8.456.

3. Representation of persons who are the subjects of LPS conservatorships filed pursuant to Welfare and Institutions Code Section 5350 *et seq.*, writs of habeas corpus pursuant to Welfare and Institutions Code Sections 5275 and 5353, postcertification procedures for imminently dangerous persons pursuant to Welfare and Institutions Code Section 5300 *et seq.*, and persons subject to commitment pursuant to Welfare and Institutions Code Section 6500 *et seq.*

4. Representation of persons who are the subjects of probate conservatorships filed pursuant to Probate Code Section 2356.5 *et seq.* or who may be the subject to other probate conservatorships filed pursuant Probate Code Section 1820 *et seq.* by the Kings County Public Guardian as deemed necessary by the Court.

5. Any other action including writs and other appellate actions related to subsections 1, 2, 3, or 4 in which the appointment of an attorney may be required by law.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 24, 2020

**SUBMITTED BY:** Community Development Agency – Greg Gatzka/Chuck Kinney

**SUBJECT:** CONTINUED - 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT  
NOTICE OF FUNDING AVAILABILITY

**SUMMARY:**

**Overview:**

The purpose of this continued agenda item is to discuss possible activities and/or projects for funding under the County's Community Development Block Grant (CDBG) program. The Kings County Community Development Agency anticipates the submittal of an application in response to the 2019-2020 State CDBG Notice of Funding Availability (NOFA). Your Board has given direction to staff to pursue the maximum funding available for housing programs on March 10, 2020. The discussion regarding other possible projects was tabled and continued. A separate public hearing will be held to authorize the submission of the County's Application to the State.

**Recommendation:**

**Provide direction to staff of which potential eligible activities or projects the Board would like Staff to pursue.**

**Fiscal Impact:**

None to the General Fund.

**BACKGROUND:**

The State of California, Department of Housing and Community Development administers a federal program known as the State Community Development Block Grant (CDBG) Program. The State Department of Housing and Community Development (HCD) have released the Notice of Funding Availability (NOFA) on January 21, 2020. HCD is anticipating the availability of \$60 Million for the program year 2019-2020 CDBG funds allocated to the State from Housing and Urban Development (HUD), a federal agency. HCD will be accepting

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk of the Board

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

## Agenda Item

### CONTINUED - 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT NOTICE OF FUNDING AVAILABILITY

March 24, 2020

Page 2 of 2

two types of applications. For housing programs, a Competitive application will be used. All other projects will use the Over-the-Counter application, which has to meet the following criteria:

- Site control
- All funding/financing committed
- Procurement of engineer/architect completed
- Preliminary Plans complete with cost budget and schedule
- All Federal, State, and Local permits obtained
- Environmental Review completed

The grant application is due to the State on April 15, 2020. Awards are expected to be announced 90 days after the application due date.

2019-2020 NOFA competitive applications that pass threshold and eligibility standards will be scored on two components:

- A. Need Score** – need scores are set scores for different activity types that are based on public data sets that indicate the severity of community need for a specific activity.
- B. Activity Readiness** – activity readiness is an indicator of applicant preparedness for activity implementation. Applicants are strongly encouraged to complete as much preparation as possible prior to application submittal to shorten the time between award and expenditure. Each application will receive two reviews. Scores will be totaled for each reviewer and summed for the activity along with the need score. Applications will be ranked based on highest score.

Staff requests the Board provide direction to Staff on which potential eligible project your Board would like Staff to include in the 2019-2020 CDBG application to the State. A public hearing to formally approve the application and resolution for the 2019-2020 funding cycle will be held prior to submission of the application to the State.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 24, 2020

**SUBMITTED BY:** Department of Finance – James Erb

**SUBJECT:** AGREEMENT WITH CAPITAL PARTNERSHIPS, INC. FOR THE THE  
FINANCE ENTERPRISE SOFTWARE IMPLEMENTATION PROJECT

**SUMMARY:**

**Overview:**

On June 12, 2018, the Board of Supervisors approved a contract with CentralSquare Technologies for the purchase and implementation of the ONESolution financial and budgetary software modules. Since June 12, 2018, ONESolution has been purchased and is now named Finance Enterprise. The County elected to implement the following modules: general ledger, accounts payable, purchasing, fixed assets, cash receipts and disbursements, bank reconciliations, budget development, and security. The initial budget for this project was \$1,483,364. The County entered into an agreement with Capital Partnerships, Inc. on April 2, 2019 to assist the County with implementation. Staff believes that there is a continuing need for assistance, and recommends that these services be extended until December 31, 2020, which will result in an increase in cost of \$140,928.

**Recommendation:**

- a. Approve an Amendment to Agreement No. 19-026 with Capital Partnerships, Inc. to increase the compensation and extend the term of the agreement to December 31, 2020 for the completion of the Finance Enterprise software implementation; and
- b. Approve the budget change. (4/5 vote required)

**Fiscal Impact:**

The additional needed funds of \$140,928 will come from two sources: 1) salary forecast consultant service funds (Budget Unit 121600, Account 92047) that will not be used this year; and 2) contingencies. The Administrative Office had budgeted \$24,875 to be paid to a third party consultant to develop a Fiscal Year (FY) 2020-2021 salary projection.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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

## Agenda Item

### AGREEMENT WITH CAPITAL PARTNERSHIPS, INC. FOR THE FINANCE ENTERPRISE SOFTWARE IMPLEMENTATION PROJECT

March 24, 2020

Page 2 of 3

However, Administrative staff were able to create the salary projection in-house and have offered this amount as it is no longer needed. The remainder, which is \$116,053 would come from General Fund contingencies.

#### **BACKGROUND:**

The County selected Finance Enterprise to replace the legacy financial and budgetary software system, e-Finance. The first phase of the project went live on October 1, 2019, and the second phase, budget modules, is in the process of execution and is being used for the FY 2020-2021 budget development. Report writing is a large part of an accounting and budgeting software implementation that is completed at the end of the project, once there is sufficient data to populate the reports.

The County originally contracted to have the Finance Enterprise system hosted by CentralSquare at their facility on the East Coast. It was realized that by hosting the software off-site, the County lost control over interfaces, user settings, backups and restores, and copying client data to test clients. After the initial conversion of approximately \$63,000, Information Technology Department (IT) estimates the cost of client support is approximately the same whether the software is hosted by IT or off-site by CentralSquare.

#### Central Square:

Cognos reports	
On-site	\$ 7,300 – 28 hours
Remote	\$ 18,000 – 80 hours
User Security Training	\$ 2,560 – 16 hours
RJE Completion	\$ 6,400 – Recurring Journal Entry – 40 hours
PB Configuration	\$ 6,400 – Position Budgeting – 40 hours
PS Extracts	<u>\$ 12,800</u> – PeopleSoft Extracts – 80 hours
Total Central Square support	<u>\$ 53,460</u>
CherryRoad Technologies	<u>\$ 10,000</u> – Interface - Position Budgeting 80 hours
Capital Partnership Inc.	
Programmer	\$ 15,100 – 170 hours
Consultant;	
PS Extracts for FY 2020-2021	\$ 10,400 – 80 hours
Comparing PB to Form 6	\$ 10,400 – 80 hours
Contract extension	\$ 25,968 – 180 hours plus travel
PS extracts for FY 2021-2022	<u>\$ 15,600</u> – 120 hours
Total Capital Partnerships	<u>\$ 77,468</u>
Total Requested	<u>\$140,928</u>

## **Agenda Item**

### **AGREEMENT WITH CAPITAL PARTNERSHIPS, INC. FOR THE FINANCE ENTERPRISE SOFTWARE IMPLEMENTATION PROJECT**

**March 24, 2020**

**Page 3 of 3**

#### **Other Department Involvement:**

This request was reviewed with the Administrative Office and County Counsel. County Counsel assisted with the contract amendment for Capital Partnership, Inc. No contract amendment was needed for CherryRoad or Central Square.

#### **Business Impact Statement:**

Failure to complete the project would result in departments developing work-a-rounds to complete their required accounting and budgeting tasks rather than using reports created by Finance Enterprise. The County-wide accounting system is the framework for all State and Federal reporting, as well as paying vendors and allocating costs. All of the additional hours requested for CherryRoad and Capital Partnerships support the budget implementation. That work effort is on-going through September 2020. Capital Partnerships will run out of hours at the end of March or early April.

#### **Alternatives:**

No known alternatives that would be as cost effective and efficient than continuing to work with the current consultants.



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

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

**(A) New Appropriation**

Expenditures:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General Fund	Finance and HR Systems	Fin & HR System / Contract Services	10000	121600	92047	116,053.00
TOTAL						

Funding Sources:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General Fund	Contingencies for General Fund	Contingencies for General Fund	10000	990000	99000	116,053.00
TOTAL						

**(B) Budget Transfer:**

Transfer From:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General Fund	Contingencies for General Fund	Contingencies for General Fund	10000	990000	99000	116,053.00
TOTAL						

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General Fund	Finance and HR Systems	Fin & HR System / Contract Services	10000	121600	92047	116,053.00
TOTAL						

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

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

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

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

**Agreement No. 19-026.1**

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
COUNTY OF KINGS AND CAPITAL PARTNERSHIPS, INC.**

This first amendment to Agreement No. 19-026 (“Agreement”), commencing on April 2, 2019, (“Amendment I”) is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Kings (“County”) and Capital Partnerships, Inc. (“Contractor”) upon the following terms and conditions:

**RECITALS**

WHEREAS, the County and Contractor entered into the Agreement commencing on April 2, 2019, for services to complete the installation of the CentralSquare Finance and Budget software; and

WHEREAS, as set forth in Section 6, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify this Agreement to reflect changes in the term of the Agreement and the amount of compensation due.

NOW, THEREFORE, the parties agree as follows:

1. Section 3 shall be amended as follows:

The amount of compensation due for services provided under this Agreement and as set forth in Exhibit B thereof is increased by \$140,928.00 for a total amount due for services performed hereunder of \$436,020.00.

2. Section 4 shall be amended as follows:

The Agreement shall terminate on December 31, 2020, unless otherwise extended by the parties.

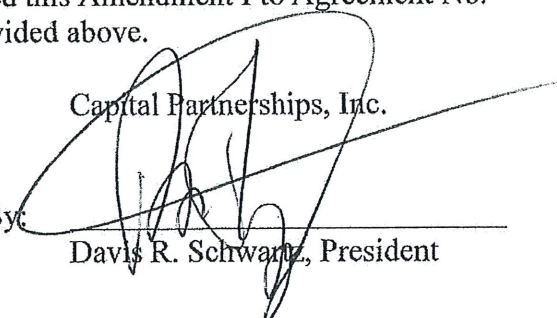
3. The recitals are an integral part of this Amendment and are incorporated herein.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement No. 19-026 to be executed on the day and year as provided above.

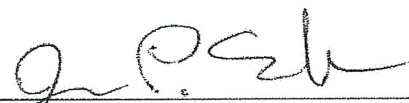
County of Kings

Capital Partnerships, Inc.

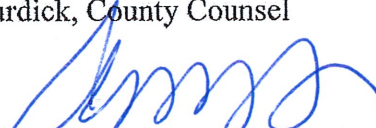
By: \_\_\_\_\_  
Doug Verboon, Chairman

By:   
Davis R. Schwartz, President

RECOMMENDED:

By:   
James Erb, CPA  
Director of Department of Finance

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

By:   
Carrie R. Woolley, Deputy County Counsel



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 24, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** NOVEL CORONAVIRUS (COVID-19) COUNTY UPDATE

**SUMMARY:**

**Overview:**

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020 the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

**Recommendation:**

**Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.**

**Fiscal Impact:**

The fiscal impact to the County is unknown at this time. The County is tracking all of its costs related to the emergency.

**BACKGROUND:**

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2020.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **NOVEL CORONAVIRUS (COVID-19) COUNTY UPDATE**

**March 24, 2020**

**Page 2 of 2**

human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.