

Board Members

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



Staff

Kyria Martinez, Assistant Co. Admin. Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, June 22, 2021
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. On December 3, 2020, the State announced a regional Stay-at-Home order to slow the spread of COVID-19. In response to the State's additional restrictions, and for the protection of the public's health, the Board of Supervisors will convene their public meetings via video and teleconference as detailed below, and will close its Board Chambers to the public until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County 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 wish to observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/JCDMo3g-mfE> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment 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 bosquestions@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

To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

- I. **9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor 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. Two (2) minutes are allowed for each item.

- III. **APPROVAL OF MINUTES**
A. Approval of the minutes from the June 15, 2021 regular meeting.



IV.

CONSENT CALENDAR

A. Agriculture Department:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Certified Farmers Market Inspection Program.
2. Consider approving the Agreement with The Regents of the University of California for the Statewide Integrated Pest Management Program, Invasive Shot-Hole Borers Grant.

B. District Attorney's Office:

1. Consider approving the out of state travel for Senior Investigator Daron Kraemer, and Investigators Jeremy Ricks and James Sizemore to attend the California Narcotic Officers Association 57th Annual Training Institute and Law Enforcement Exposition in Reno, Nevada from November 18 – 24, 2021.

C. Department of Finance:

1. Consider authorizing the Finance Director to make necessary budget transfers after final numbers are available, prior to the closing of the County Ledgers. **(4/5 Vote Required)**

D. Human Services Agency:

1. a. Consider authorizing the Human Services Agency Director, or their designee, to submit an application for the Family Self-Sufficiency Demonstration Development grant to the Department of Health and Human Services; and
b. Authorize the Human Services Agency Director, or their designee, to sign all related documents pertaining to the application for Family Self-Sufficiency Demonstration Development grant funds.
2. Consider approving the Agreement with ABOGE Coaching and Consulting, Incorporated for consulting services for leadership development and strategic planning facilitation.

E. Information Technology

1. Consider approving an Agreement with CherryRoad Technologies Incorporated for PeopleSoft support for five years retroactively effective from April 17, 2021 through April 16, 2026.
2. Consider authorizing the Purchasing Manager to process the invoice from Crayon Software Experts LLC for the Microsoft Windows Operating System.

F. Administration:

1. Consider authorizing the County Administrative Officer, or their designee, to sign agreements with Tonya Lee, Marianne Gilbert, William Fjellbo, Karen Butler, Melinda Benninghoff, Hugo Gomez-Vidal, Jim A. Trevino, Robert Stover, Ismael Rodriguez, Shani Jenkins, James Oliver, Michael Woodbury, Greg Blevins, Carlos Navarrete, Jared Ramirez, Afreen Kaelble, Cheryl Harbottle, Robert Bartlett, Ralph Kaelble, Jason Taylor, James Harbottle, Jeffrey Boggs, Kevin Thompson, Nima Vakili, and Brent Woodward to provide indigent defense services as specified.

V.

REGULAR AGENDA ITEMS

A. Department of Finance – James Erb/Rob Knudson

1. Consider adopting an Ordinance establishing booking fees for Fiscal Year 2021-2022, and waive the first reading of the Ordinance.

B. Public Works Department – Dominic Tyburski

1. a. Consider adopting a Resolution approving the California High Speed Rail Improvement plans for limited facilities to be maintained by Kings County; and
b. Authorize the Chairman to sign the title sheet of each plan set.

C. Administration – Kyria Martinez

1. Consider confirming an appointment of Charles Kinney to the position of Director of Community Development effective June 28, 2021, and set the compensation.



D. Public Health – Edward Hill

1. 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. STUDY SESSION

A. Administration – Kyria Martinez

Receive an overview and discussion on the American Rescue Plan Act funding and provide guidance to staff on the next steps.

VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VIII. CLOSED SESSION

- ◆ **Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(2)]**
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Administrative Officer
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - General –CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar –SEIU
 - Probation Officer’s Association
 - Management
 - Firefighter’s Association
 - Detention’s Deputy Association
 - Prosecutor’s Association
 - Deputy Sheriff’s Association
 - Unrepresented Management

IX. 11:00 AM IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY



X. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, June 29, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

June 29	9:00 AM	Regular Meeting
June 29	11:00 AM	California Public Finance Authority Regular Meeting
June 29	11:00 AM	California Community Housing Agency Regular Meeting
July 6		Regular Meeting cancelled due to observance of Independence Day on July 4, 2021
July 13	9:00 AM	Regular Meeting
July 19	9:00 AM	Annual Board of Equalization Regular Meeting
July 20	9:00 AM	Regular Meeting
July 27	9:00 AM	Regular Meeting

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

Board Members

Joe Neves, District 1, Vice-Chairman
Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4, Chairman
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 Action Summary

Date: Tuesday, June 15, 2021
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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Effective June 15, 2021 - The following guidelines will be in place for the Board of Supervisors meeting in addition to the WebEx process: As required by Kings County Face Covering Policy for COVID-19 effective date of 4/28/2020, face coverings will be required while you are in the building, the Board will allow voluntary in-person presentations by departments and the public, all attendees will be required to stand/sit social distanced in the hall outside the Board Chambers and a staff member will be taking your information for required attendance rosters to facilitate case investigation and contact tracing as required by Risk Management (name, phone number and whether you are here for unscheduled appearance or presentation of a specific item) and will direct the attendees in line when it is their turn to enter the Board Chambers to speak, the use of alternating podiums will be adhered to with disinfection between presenters -each speaker will be required to disinfect the podium after their use -instructions and supplies will be kept at each podium; when the speaker exits the room the next speaker will be directed to enter the room, there will be no live audience (no sitting or standing in the room before/after presentations). We thank you in advance for your assistance in helping our staff during this transition to make it a safe environment for everyone.

- I. **9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Sylvia Gaston – Koinonia Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT



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. Two (2) minutes are allowed for each item.

Lupe Villa, Elections Manager, thanked Rebecca Campbell for her support and wished her best of luck in her new job and gave an update on the recall efforts of the California Governor.

III. APPROVAL OF MINUTES

A. Approval of the minutes from the June 8, 2021 regular meeting.

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

IV. CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the Amendment to Agreement No. 20-112 with Kings County Commission on Aging for Senior Access For Engagement program services, extending the current Agreement through June 30, 2022. **[Agmt 20-112.1]**
2. Consider approving the Agreement with Ruby Soliz for Patient's Rights Advocacy services retroactively from July 1, 2020 to June 30, 2022. **[Agmt 21-059]**

B. Elections Department:

1. Consider approving the Second Amendment with Dominion Voting System, Incorporated for the purchase of three Mobile Ballot Printers and applicable accessories. **[Agmt 19-050.2]**

C. Human Services Agency:

1. Consider approving the Agreement with Shared Vision Consultants Incorporated for facilitation, assistance, and support consulting services retroactively effective from March 1, 2021 until all deliverables are completed and accepted by California Department of Social Services. **[Agmt 21-060]**

D. Public Health Department:

1. Consider approving the Agreement with Thomas Buford for the continued provision of pharmacist services for the Health Department effective July 1, 2021 through June 30, 2022. **[Agmt 21-061]**

E. Administration:

1. a. Consider approving the assignment of the Bureau of Land Management site lease to the Civil Air Patrol, Inc. to eliminate any potential liability for the County; and
b. Authorize the County Administrative Officer, or their designee, to sign the necessary forms to complete this action.

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

V. REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/Unchong Parry

1. Consider approving the Mental Health Services Act Fiscal Year 2019/2020 Annual Update for submission to the Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission.

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

B. Community Development Agency – Greg Gatzka/Chuck Kinney

1. Consider accepting the monthly report of Planning Commission's actions.

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



C. Public Works Department – Dominic Tyburski/Tim Breashers

1. Consider terminating Kings County Park’s operational modifications upon the State of California’s full reopening by Governor Newsom.

ACTION: TABLE THE FEE WAIVER PORTION UNTIL AFTER THE AMERICAN RESCUE PLAN ACT STUDY SESSION ON JUNE 22, 2021. (RV, JN, DV, RF, CP – Aye)

ACTION: TERMINATE THE OPERATIONAL MODIFICATIONS IMMEDIATELY (RV, JN, DV, RF, CP – Aye)

**D. Administration – Rebecca Campbell/Domingo Cruz
Probation Department – Kelly Vernon**

1. a. Consider approving the County Cash Match for the Senate Bill 81 Round Two Juvenile Center Remodel Project; and
b. Adopt a Budget Resolution for the Senate Bill 81 Round Two Juvenile Center Remodel Project for submission to the Board of State and Community Corrections and State Department of Finance to proceed with construction financing. **[Reso 21-044]**

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

E. Administration – Rebecca Campbell/Kyria Martinez

1. Consider approving an annual Agreement with the CrisCom Company for State Legislative Lobbying services, and authorize the County Administrative Officer, or their designee, to sign. **[Agmt 21-062]**

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

2. Consider authorizing the Chairman to sign the letter of support for the Ratification of the Santa Rosa Rancheria Tachi Tribal-State Compact.

ACTION: APPROVED THE LETTER AS AMENDED (DV, JN, RV, RF, CP - Aye)

**F. Administration – Rebecca Campbell
Public Health – Edward Hill**

1. 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.

THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN.

VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves participated in the Kings Waste & Recycling Authority meeting, Housing Authority of Kings County Special meeting, CalViva celebrated its 10 year operational anniversary, CalVans meeting was postponed, has been announcing at Lemoore Raceway, attended the Sequoia Inn Hotel ribbon cutting after their reopening and remodel, attended the Kings County Shelter Replacement meeting regarding the homeless population, participated in the Lemoore Little League drive through dinner fundraiser, attended the Lemoore High School Bond Oversight meeting and stated that there is a heat advisory for the next few days.

Supervisor Fagundes attended the Thursday Night Farmers Market in Hanford and has been attending graduations and is glad to see people out and doing things.

Supervisor Verboon attended the Partnership for the San Joaquin Valley, he thanked Greg Gatzka and Rebecca Campbell for their service to the County and wished them good luck in their new jobs.

Supervisor Pederen stated that he joined Public Health Director, Ed Hill and Supervisor Richard Valle in Corcoran for the California Surgeon Generals visit, he met with the President of Adventist Health,



attended his daughters graduation from California State Polytechnic College and he thanked Rebecca Campbell for her service to Kings County and wished her the best in her future endeavors.

Rebecca Campbell thanked everyone who has reached out to her for their kind words and thanked the Board of Supervisors for the opportunity to serve as the County Administrative Officer and thanked all department heads and her Administrative staff for their hard work and dedication to Kings County.

- ◆ Board Correspondence: Rebecca Campbell stated the Board received a notice of availability/offer to sell surplus properties. 426 W. Lacey Blvd., Hanford and 109 E. Eighth St., Hanford. She stated that Placer County Water Agency – Petition for change was received.
- ◆ Upcoming Events: Rebecca Campbell stated the FY 2021/2022 Budget Hearings will be held on August 17-18, 2021.
- ◆ Information on Future Agenda Items: Rebecca Campbell stated the following items will be on an upcoming agenda: Administration – COVID-19 update, updated SB 81 Juvenile Center Contract, Defense of the Accused Contracts, American Rescue Plan Act Study Session, Agriculture Department – Agreement with the California Department of Food and Agriculture for Certified Farmers Market Inspection activities, Behavioral Health Department – Agreement with Aegis Treatment Centers for Outpatient Narcotic Treatment Program, Agreement for Telepsychiatrist and Medical Director with Dr. Whisenhunt, Amendment to an Agreement with Westcare CA for Substance Use Disorder Program, Amendment to Agreement with Mental Health Systems, Inc. for Assertive Community Treatment Full Service Partnership Services, District Attorney’s Office – out of state travel request, Finance Department – Ordinance regarding Booking Fees for FY 2021/2022, end of year budget transfers request, Human Services Agency – Family Self-Sufficiency Demonstration Development Grant, Agreement with Aboge Coaching and Consulting for Consulting Services, Information Technology Department – Annual Maintenance for Microsoft Windows Operating System and Office Suite Software, Maintenance Agreement with CherryRoad for Peoplesoft Support and Public Works Department – Resolution approving California High Speed Rail Improvement Plans.

VII.

CLOSED SESSION

- ◆ Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(1)]
- ◆ Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(2)]
- ◆ Personnel Matter: [Govt. Code Section 54957]
Public Employee Appointment: County Administrative Officer
- ◆ Personnel Matter: [Govt. Code Section 54957]
Public Employee Appointment: Community Development Agency
- ◆ Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]
Negotiators: Rebecca Campbell, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - General –CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar –SEIU
 - Probation Officer’s Association
 - Management
 - Firefighter’s Association
 - Detention’s Deputy Association
 - Prosecutor’s Association
 - Deputy Sheriff’s Association
 - Unrepresented Management

REPORT OUT: Lee Burdick, County Counsel stated that she did not anticipate any reportable action being taken today in closed session.



VIII. 11:00 AM BOARD OF EQUALIZATION REGULAR MEETING

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, June 22, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

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June 29	9:00 AM	Regular Meeting
June 29	11:00 AM	California Public Finance Authority Regular Meeting
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 22, 2021

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR CERTIFIED FARMERS MARKET INSPECTION ACTIVITIES

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will conduct inspection activities on Certified Farmers Markets and Certified Producers.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Certified Farmers Market Inspection Program.

Fiscal Impact:

Revenues of \$1,581 for this program are included in the Fiscal Year 2021-2022 Recommended Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture), and will offset the Department's expenses for providing the inspections under the agreement.

BACKGROUND:

The Agricultural Commissioner/Sealer, through Cooperative Agreement 21-0162-000-SA, will inspect Certified Farmers Markets and Certified Producers in accordance with the California Food and Agricultural Code and the California Code of Regulations. Activities include verifying producers are only selling produce they have produced. This program protects both the direct marketing industry and the consumer by assuring only commodities produced by the grower are sold at a certified farmers market. The term of this agreement is from July 1, 2021 through June 30, 2022.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

21-0162-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: July 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$1,581.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information 2 Page(s)
Recipient and Project Information

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF KINGS

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

680 N Campus Drive, Suite B, Hanford, CA 93230-3556

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform market and production site inspections and investigations per Food and Agricultural Code, Division 17, Chapter 10.5; the California Code of Regulations, Title 3, Subchapter 4, Article 6.5; and any established Certified Farmers Market and/or State policies and procedures.

Project Title: Certified Farmers Market Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Jimmy Hook
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive, Suite 100	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230-3556
Phone:	916-597-7328	Phone:	559-852-2830
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agstaff@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	
Address:	2800 Gateway Oaks Drive, Suite 100	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-597-7328	Phone:	
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFR Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable state and federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which state, federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.



SCOPE OF WORK FY 2021-22

County Responsibilities

The county agrees to provide enforcement through market and production site inspections and investigations in collaboration with the California Department of Food and Agriculture (CDFA), Certified Farmers' Market (CFM) Program. The activities reimbursable under this Cooperative Agreement (Agreement) are in addition to the required inspection activities that are required by statute (Food and Agricultural Code (FAC) Section 47020(b) and FAC Section 47020(c)(3)).

The activities conducted under this Agreement should be consistent with inspection and certification procedures in FAC, Division 17, Chapter 10.5 and the California Code of Regulations, Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5. Activities to be invoiced under this Agreement will commence no earlier than July 1, 2021.

The county shall provide necessary inspection supplies and equipment, aside from forms provided by CDFA.

Activities billable under this agreement include:

- Market inspections
 - Inspections performed beyond those required by statute
 - Follow-up inspections
- Production site inspections
 - Inspections performed beyond those required by statute
 - Follow-up inspections
- Inspection and investigative reports
- Notice of Proposed Actions
- Contracts for hearing officers
- Costs related to case closure
- Mileage and travel time

Billable activities under this agreement shall be reimbursed on an hourly basis, for actual time worked (not a percentage of staff salary). Hearing officers will be reimbursed in the manner the county was charged.

Notify CDFA's CFM Program if a Public Records Request is received that pertains to work completed under this cooperative agreement, prior to the release of any information.

Case ID Number Requirements

The county must request a Case ID number from CDFA for each case. This Case ID number will be used for all inspection/investigatory activities, through case closure.

Market inspections, in addition to the minimum required by statute, do not require a Case ID number. The county will then list the market name on the monthly invoice, in lieu of the Case ID number.

If a county in which the market is located is requesting the production county to conduct a site inspection, email the request directly to the production county and copy Jennifer Leidolf and the respective CDFA district supervisor, and include the following information:

- Market name and date that the certified producer was selling
- Full copy of Certified Producer's Certificate
- Pictures and name and variety (if known) of the commodity in question
- Details as to if the producer was selling on behalf of another producer

Inspections required by statute are not reimbursable under this Agreement.

County Activities

- Perform market and production site inspections and investigations (in addition to the required inspection activities that are required by statute)
- Coordinate with CDFA and the production county (if applicable), when production site inspections or investigations are necessary; written confirmation must be obtained by the county
- Draft inspection and investigative reports
- Draft Notices of Proposed Actions
- Conduct Administrative Hearings
- Provide inspection and investigation findings to CDFA and applicable counties upon request
- Record billable activities for invoicing

County Tasks

- Market inspection requirements include, but are not limited to:
 - Reviewing the Certified Farmers' Market Certificate to ensure it is valid
 - Reviewing each Certified Producer's Certificate to ensure it is valid and all commodities being offered for sale are listed on the certificate
 - Performing a visual inventory of all commodities on display and in the producer's vehicle
 - Inspecting scales being used by certified producers to ensure they are approved and sealed
 - If producer is not in compliance, or is suspected of a noncompliance, photograph all pages of the Certified Producer's Certificate, the booth, commodities offered for sale, and commodities in the producer's vehicle (if applicable), using appropriate methods for scale (i.e., a wooden ruler)
 - Issue Notices of Noncompliance when violations occur
 - Document the number of vendors selling under the authority and management of the market operator
 - certified agricultural producers
 - producers of noncertifiable agricultural products

- all other vendors participating in the ancillary section of the market
 - Request product lists from the market operator (as needed)
 - Submit findings to CDFA in an email or Inspection Report as requested
- Production site inspection requirements include, but are not limited to:
 - Production verification inspections shall be scheduled within 48 hours of the market inspection
 - Exemptions may be granted for extenuating circumstances, and must be approved by CDFA
 - Inspecting and photographing all commodities at the growing grounds and at storage locations, using appropriate methods for scale (i.e., a wooden ruler)
 - Document findings of the production site inspection (photographs, statements, observations, etc.) and provide to CDFA and applicable counties upon request

Invoicing

The county shall invoice CDFA for work performed under this Agreement within 60 days after the end of each month in which activities were conducted. *The county must use CDFA's invoice template provided.* The county shall submit an invoice statement for each month, even if no activities were conducted for the billing period.

The corresponding CDFA issued Case ID number must be included on all invoices for each case, with the exception of additional market inspections, which must include the market name in lieu of the Case ID number.

The county shall itemize costs for:

- Personnel costs
 - Name of the staff member performing the specified functions
 - Title (e.g., Agricultural Biologist I, Deputy Commissioner, etc.)
 - Billable hours
 - Salary (reported as an hourly rate)
 - Actual benefit rate
- Overhead costs (not to exceed 25% of personal services)
- Costs for hearing officers
- Travel costs (reimbursement rate for mileage must be in accordance with the short-term travel vehicle mileage reimbursement rate established by the California Department of Human Resources, unless county rate is less).

CDFA Responsibilities

CDFA may perform evaluations of county inspections, which include, but are not limited to: on-site observations; assessment of inspection procedures, and; reviewing of Notices of Noncompliance, Notice of Proposed Actions, and other reports for accuracy and consistency.

CDFA will assist in the coordination of Market and Production Site inspections and assign a Case ID for substantiated cases.



2021-2022 Certified Farmers' Market Fiscal Display

County Kings

Cooperative Agreement # _____

Estimated Costs for Additional Enforcement and Investigation (Includes staff costs for market inspections, productions site inspections, report writing, administrative staff costs, contracting for hearing officers, etc.)	Total \$1,581.00
COOPERATIVE AGREEMENT TOTAL:	
	\$1,581.00

Operational needs may require changes to line item expenditures within the agreement budget. If changes are needed, the total agreement amount may not be exceeded. Actual invoices must reflect these changes. If additional funding is required, a budget amendment must be submitted for approval.

Investigation costs include: inspection and investigatory work, including follow-up inspections; administrative staff costs, including any functions and actions related to enforcement; mileage; travel time; contracting for hearing officers, and; any costs related to case closure. Inspections, investigations, and administrative staff costs related to enforcement such as the preparation of investigation reports and notices of proposed action (NOPAs) will be reimbursed on an hourly basis utilizing methods to ensure full cost recovery for County overhead. All reimbursement requests shall be related to a case.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

June 22, 2021

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE STATEWIDE INTEGRATED PEST MANAGEMENT PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer provides services in cooperation with The Regents of the University of California Department of Agriculture and Natural Resources for the Statewide Integrated Pest Management Program.

Recommendation:

Approve the Agreement with The Regents of the University of California for the Statewide Integrated Pest Management Program, Invasive Shot-Hole Borers Grant.

Fiscal Impact:

Revenues of \$10,763 for this program are included in the Recommended Fiscal Year 2021-2022 Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture), and will offset the Department's expenses for providing services under this agreement.

BACKGROUND:

The Agricultural Commissioner provides data collected through implementation of a pest detection trapping protocol to survey for Invasive Shot-Hole Borer (ISHB), a beetle that bores into trees. Survey and detection priorities focus on identifying where the beetle does and does not occur, and at this time, the ISHB has not been detected in Kings County. The beetle was first discovered in Los Angeles in 2012 and has now spread to all of Southern California, with the northern edge of the infestation in Santa Barbara and San Luis Obispo counties.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

COOPERATIVE AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE STATEWIDE INTEGRATED PEST MANAGEMENT PROGRAM

June 22, 2021

Page 2 of 2

The ISHB do not eat wood, but like other ambrosia beetles, they feed on symbiotic fungi that they farm inside of trees. They carry a type of Fusarium fungus that causes Fusarium dieback. ISHBs have caused considerable ecological and economic harm in Southern California. The invasive pest has attacked over 260 different species, including common native, landscape, and agricultural trees.

The term of this agreement is anticipated to start on July 1, 2021 and continue through March 31, 2022, but will formally commence once the last signature is obtained.

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

UNIVERSITY REIMBURSEMENT AGREEMENT

(Kings County)

THIS REIMBURSEMENT AGREEMENT is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the Department of Agriculture and Natural Resources (University) and its Statewide Integrated Pest Management Program (UC IPM) and COUNTY OF KINGS (Contractor) on behalf of its County Agricultural Commissioner (CAC).

The parties agree as follows:

1. Services.

A. UC IPM shall provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures, assist with and review the Contractor trapping program.

B. CAC shall hire and train personnel as needed, provide and maintain trapping vehicles, ensure that supervisors and trapping personnel attend training provided, ensure that all trapping activities conform to the Early Detection and Rapid Response Guidelines (EDRRG), as further described in Exhibit A. The detailed description of the work to be performed is set forth in "Scope of Work", attached hereto and made a part hereof as "Exhibit A".

2. Term. The term of this agreement shall be from the date of last signature below continuing through March 31, 2022.

3. Reimbursement by University. In consideration of the services described in Exhibit A and upon invoice from CAC, University shall reimburse Contractor as described in Exhibit A. The total shall not exceed \$10,763.00.

4. Independent Contractor Status. The Contractor who provides the services described in Section 1 to University is not an agent of University and will not be covered by University's workers' compensation insurance or unemployment insurance nor shall Contractor be entitled to any other University benefit. Contractor shall remain an Contractor of CAC.

5. Termination. This agreement may be terminated by either party upon thirty (30) days' written notice to the other party. If this agreement is terminated at any time during its term, County shall be reimbursed for all completed services rendered up to and including its last day of service. Any cost associated with non-cancellable obligations will be split between parties. University reserves the right to determine what shall be deemed completed services.

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

In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

6. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by written agreement of the parties.

7. Indemnification. The parties shall defend, indemnify, and hold each other harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its board members, officials, employees, officers, agents, or contractors.
8. Insurance. Contractor warrants that it shall maintain during the term hereof policies of insurance containing the coverages and minimum limits described in the following subsections or program of self-insurance to satisfy requirements. Such coverages shall provide for thirty(30) days advance written notice to University of any policy modification, change, or cancellation. The coverages described in subsections 8.1. and 8.2. must name "The Regents of the University of California" as an additional insured and shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University parties' direct supervision and control. Contractor shall provide University with a certificate of insurance evidencing the insurance requirements.

8.1. General Liability: Comprehensive or commercial form general liability insurance. If this insurance is written on a claims made form, it shall continue for three (3) years following termination of the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

a. Each occurrence	\$1,000,000.00
b. Products/completed operations aggregate	\$2,000,000.00
c. Personal and advertising injury	\$1,000,000.00
d. General Aggregate	\$2,000,000.00

8.2. Business Automobile Liability: Business automobile insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000.

8.3. Workers' Compensation: Workers' compensation insurance as required by California law.

9. Notification. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, postage prepaid, or by personal service or as may otherwise be permitted by law, addressed as set forth in this section. Either party may change its address by written notice to the other during the term.

UNIVERSITY
 Paul Zhukotansky
 Business & Revenue Contracts
 University of California
 260 Cousteau Pl. Ste. 150
 Davis, CA 95618
 E-mail: pzhuk@ucdavis.edu

COUNTY
 Jimmy Hook
 Kings County Ag Commissioner
 680 N. Campus Dr. Ste. B
 Hanford, CA 93230
 E-mail: jimmy.hook@co.kings.ca.us

UC IPM
Jeri Hansen
UC ANR Pest Management Program
1 Shields Ave
Davis, CA 95616
E-mail: jghansen@ucanr.edu

10. Applicable Law. This agreement shall be construed pursuant to California law.
11. Use of Names. Either party shall not use the name of the other party in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of the other party.
12. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
13. Force Majeure. Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics (including but not limited to COVID-19), quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on the parties' property and unusually severe weather.
14. Federal Exclusion Warranty. The parties warrant that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Non-procurement Programs (<http://epls.gov>). This agreement shall be subject to immediate termination in the event that a party is excluded from participation in any federal healthcare or procurement program.
15. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.
16. Confidential Information. The parties warrant that their employees or their immediate families or board members or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this agreement. The parties shall disclose to the other party, in writing, the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.
17. Survival. The following sections shall survive the termination of this Agreement: Section 7 Termination and Section 8 Insurance.
18. No Third-Party Beneficiaries. Unless otherwise specifically stated within this Agreement, the University 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.
19. Compliance with the Law. Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth

20. by the State of California and County, and the California Public Records Act, Government Code section 6250 et seq.
21. Counterparts and Electronic Signatures. This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties may execute this Agreement by electronic means. The Parties agree that the electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.
22. Authority. Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the party to which its signature represents.

AGREED:

COUNTY OF KINGS

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)
Craig Pedersen, Chair
Kings County Board of Supervisors

By: _____
Paul Zhukotansky
Analyst/Contract Administrator
Procurement and Contracting Services
UC Davis

SCOPE OF WORK

**SPECIFICATIONS FOR STATE-COUNTY
INVASIVE SHOT-HOLE BORERS PROGRAM GRANT**

Fiscal Years 2020 - 2022

Effective Dates: TBD to March 31, 2022

AGENCY RESPONSIBILITY

The University of California Statewide Integrated Pest Management Program (UC IPM) shall:

- A. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- B. Assist with and review the county's ISHB trapping program.

The County Agricultural Commissioner (CAC) shall:

- A. Ensure that supervisors and trapping personnel attend training provided.
- B. Ensure that all trapping activities conform to the Early Detection and Rapid Response Guidelines (EDRRG), Attachment 1.
 - 1. Ensure that a copy of the current version of the EDRRG is kept in each trapper's vehicle for reference.
 - 2. Should there be a discrepancy between the Scope of Work or the enclosed EDRRG, the Scope of Work shall supersede the EDRRG.

Exhibit A

- C. Place and service as many Elm Beetle Sticky Traps or Lindgren funnel traps as feasible at identified High Risk Sites spread at approximately one-mile intervals throughout the County.
1. Trapping will be conducted by CAC office in high risk areas (large tree nurseries, firewood storage facilities, campgrounds, green waste processing sites, riparian areas, or other areas they deem necessary) from March to October or when temperatures reach 68°F:
 - Elm leaf beetle panel white sticky panel traps or Lindgren funnel traps should have a Quercivorol lure attached to them. Lindgren funnel trap serviced every two weeks, white sticky traps serviced once a month.
 - Quercivorol lure lasts four weeks.
 - Do NOT hang traps in or under tree canopies, in areas exposed to high winds or where traps may get wet.
 - Suspect beetles will be screened and selected by county personnel and submitted to the California Department of Food and Agriculture (CDFA), Plant Pest Diagnostics Laboratory to identify the beetle morphologically to *Euwallacea sp.* (ISHB).
- D. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid (reference <http://mapscdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and Geographic Information System (GIS) layers, and contacts for assistance).
1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A - UW) and rows are Numeric (001 - 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra- subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number "1" OF trap within that quint.
 2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. White Elm Beetle sticky panel trap - full trap number, placement date, and trapper's initials on backside when placing; note servicing dates on outside non-sticky margins.

Exhibit A

- E. Maintain or add trapping data to Daily Trapping Summary (DTS) (Form 60-210) for each trapper, **Attachment 2**. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. All DTS forms must be kept on file, for the CDFA/UC IPM Audits Office, for three years.
- F. Complete a monthly ISHB Report, documenting all traps deployed, added, removed, and serviced during the month, **Attachment 3**. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice.
- G. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- H. Provide trapping data to ISHB trapping and survey coordinator using the Survey 123 form provided by UC IPM or a form containing the same fields. Submit data to ISHB survey and trapping coordinator, Hannah Vasilis at hvasilis@ucanr.edu
- I. Allow UC IPM or CDFA personnel to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- J. Submit invoices, **Attachment 4**, along with the Report Number monthly by postal mail or e-mail to:

Ashley Carr
UC IPM
2801 Second Street
Davis CA 95618
ashcarr@ucanr.edu

Exhibit A

1. Submit monthly invoices and corresponding ISHB Report no later than 30 days past the end of the month in which the invoiced activity occurred to both UC IPM and to the ISHB Survey and Trapping Coordinator. Reimbursement will not occur unless the ISHB Report is submitted with the invoice.
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. The invoice must contain the following:
 - a. County name
 - b. Remit to address
 - c. Date of submittal
 - d. Invoice number
 - e. Agreement name
 - f. Agreement number
 - g. Billing period
 - h. Allowable itemized charges as listed on the Financial Plan: Trapping data (attachment 2), number of traps, trap locations,
4. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement.
5. Please do not use dark highlights. Dark highlights may make the numbers illegible and the invoice unacceptable to the UC Davis Procurement Services.
6. Payment will be made monthly, in arrears, upon receipt of the ISHB Report and approval of the invoice.
7. Please note that UC IPM cannot reimburse for more than the total agreement amount. However, the County should continue to send monthly invoices even if the fiscal year agreement funds are depleted.

Attachment - 1

Early Detection and Rapid Response Guidelines

Table VII. Trapping protocols by location type.

Priority Survey Area	Trapping Protocol
Counties on Leading Edge of Infestation	The trapper will deploy individual white sticky traps and querciverol lures at approximately one-mile intervals along the infestation frontier within each county, targeting high-risk sites. Traps will be serviced March - October at greenwaste and firewood sites as beetles are expected to leave cut wood during favorable weather conditions. For the remaining sites, the surveyor will check traps either March - October or within one selected month twice per year (February - April and September - October). For the latter, trapping cycles will be adjusted to coincide with optimum temperatures for beetle flight patterns in the area. To save materials, the trapper will check traps at week two and check and replace traps and lures when they expire at week four. The trapper will conduct surveys either on biweekly or monthly intervals.

Trapping in Riparian Corridors and Natural Areas

Option 1: Three 0.1-acre plots per acre of continuous riparian host area.

1. Deploy one trap per plot (trap can be placed at an optimal place within the plot-it does not have to be located at plot center).
2. If trap yields a positive ISHB find proceed with a visual survey:
 - a. Locate and record plot center and divide plot into quadrants
 - b. Identify box elder in quadrants and perform a visual survey on stems >5" DBH (diameter at breast height) as well as castor bean plants older than two years, recognizable by woody bark.
 - c. If box elder is not present in the plot, perform a visual survey of all stems >5" DBH of 15 most susceptible host species.

STATE OF CALIFORNIA

DAILY TRAPPING SUMMARY

COUNTY _____

NAME: _____

DATE: _____

ROUTE/BOOK _____

>

TRAP TYPE	DAILY SERVICING			TRAPS IN SERVICE			
	SERVICED	RELOCATED	TOTAL	PDT	PLACED (+)	REMOVED (-)	TOTAL IN SERVICE
ISHB							
TOTAL							

COMMENTS: _____

SERVICED..... mAPS SERVICED BUT NOT RELOCATED.
 RELOCATED..... TRAPS SERVICED AND RELOCATED
 PDT....." PREVIOUS DAY'S TOTAL OF ALL TRAPS, OF THAT TYPE, THAT ARE IN SERVICE IN YOUR ROUTE.
 PLACED(+)..... ANY TRAP THAT WILL ADD TO THE TOTAL NUMBER OF TRAPS, OF THAT TYPE, IN YOUR ROUTE.
 THIS INCLUDES NEW PLACEMENTS AND TRAPS GIVEN TO YOU FROM ANOTHER TRAPPER. REMOVED
 (-)..... ANY TRAP THAT WILL SUBTRACT FROM THE TOTAL NUMBER OF TRAPS, OF THAT TYPE, IN YOUR
 ROUTE. THIS INCLUDES REMOVALS, LOST OR MISSING TRAPS NOT REPLACED AND TRAPS GIVEN
 FROM YOU TO ANOTHER TRAPPER.
 TOTAL IN SERVICE..... ADD TO OR SUBTRACT FROM PDT; THIS INDICATES THE TOTAL NUMBER OF TRAPS IN YOUR ROUTE AT
 THE END OF THE INDICATED DATE.

State of California
 Department of Food and Agriculture
 Division of Plant Health and Pest Prevention Services

Invasive Shot Hole Borer Program

Report Number One

COUNTY	MONTH	YEAR
County Name		

VISUAL INSPECTION	UNITS INSPECTED THIS MONTH		
	ACRES NET/GROSS	PROPERTIES	LINEAR MILES
COMMERCIAL CROPS			
PUBLIC CONTACT			

MONTHLY TRAPPING ACTIVITY

	Total number of trap service Units	Traps added or removed (+/-)	Total in operation at end of month		Total number of trap servicing	Traps added or removed(+/-)	Total in operation at end of month
ISHB							

COMMENT:

Invoice
County Name
FED ID #

Invoice Dates	Description (Trapping Data (attachment 2), number of traps, trap locations)	Item Amount	Total Amount

Please Make Check Payable to:
Remit to:



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 22, 2021

SUBMITTED BY: District Attorney – Keith Fagundes

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

Approval for out of state travel is requested for Senior Investigator Daron Kraemer, Investigators Victoria Jones, Bryan Toppan, Jeremy Ricks, and James Sizemore to attend the California Narcotic Officers' Association 57th Annual Training Institute and Law Enforcement Exposition in Reno, Nevada from November 18th – 24th, 2021.

Recommendation:

Approve the out of state travel for Senior Investigator Daron Kraemer, and Investigators Jeremy Ricks, James Sizemore to attend the California Narcotic Officers Association 57th Annual Training Institute and Law Enforcement Exposition in Reno, Nevada from November 18th – 24th, 2021.

Fiscal Impact:

The cost, not to exceed \$6,500, will be paid from the District Attorney's Office Fiscal Year 20/21 & 21/22 Adopted Budgets in Budget Unit 216000 (General Prosecution), Account 92090 (Travel & Expenses).

BACKGROUND:

The California Narcotic Officers' Association is the largest, oldest, and most respected association in the United States devoted solely to the education and training of law enforcement professionals, who respond to and conduct narcotic trafficking and manufacturing investigations. All four attendees of the District Attorney's Office participate in narcotic investigations through their direct involvement in the Major Crimes Task Force, Problem Oriented Policing Team, Environmental Crimes Investigations as well as provide expert testimony related to narcotics. This opportunity would serve as update training to ensure Investigators are duly qualified to be deemed as narcotic experts in court. Furthermore, the training event is only being offered in Reno, Nevada.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

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 June 22, 2021

SUBMITTED BY: Department of Finance – James Erb/Rob Knudson

SUBJECT: END OF YEAR BUDGET TRANSFERS

SUMMARY:

Overview:

Each year it is necessary to balance Departmental Budgets prior to the June 30th closing of the County Ledgers.

Recommendation:

Authorize the Finance Director to make necessary budget transfers after final numbers are available, prior to the closing of the County Ledgers. (4/5 Vote Required)

Fiscal Impact:

None. Transfers will occur within a department's approved budget. No transfer of funds from contingencies will occur with this action.

BACKGROUND:

Prior to the closing of County Ledgers on June 30th of each year, departments are asked to analyze and make necessary transfers to balance their budgets. However, despite this practice, some final adjustments are needed. This is accomplished by moving existing and available funds within the budget to balance out expenditures among all the departments. The State does not allow County departments to exceed their budgeted unreimbursed costs. This action by your Board will authorize the County Finance Director to make necessary adjustments within the available budget to balance out the final expenses.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

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 June 22, 2021

SUBMITTED BY: Human Services Agency – Sanja Bugay/Maria Rodriguez-Lopez
SUBJECT: FAMILY SELF-SUFFICIENCY DEMONSTRATION DEVELOPMENT GRANT
SUMMARY:

Overview:

The Human Services Agency (HSA) requests approval to apply for the Family Self-Sufficiency Demonstration Development grant. This Funding Opportunity Announcement (FOA) is to support grantees in planning and conducting research and evaluation activities related to interventions that support low-income families with children, including Temporary Assistance for Needy Families (TANF), on the path to self-sufficiency.

Recommendation:

- a. Authorize the Human Services Agency Director, or their designee, to submit an application for the Family Self-Sufficiency Demonstration Development grant to the Department of Health and Human Services; and
- b. Authorize the Human Services Agency Director, or their designee, to sign all related documents pertaining to the application for Family Self-Sufficiency Demonstration Development grant funds.

Fiscal Impact:

There will be no impact to County General Fund. There is no required County match. The grant, if awarded, would provide up to \$200,000 each year towards the HSA budget for Federal Fiscal Years 2021-2022, which begins on October 1, 2021, and 2022-2023, which begins on October 1, 2022. The grand total for all fiscal years would be \$400,000. Appropriations for one year have been included in the Department's FY 21/22 Recommended Budget.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FAMILY SELF-SUFFICIENCY DEMONSTRATION DEVELOPMENT GRANT

June 22, 2021

Page 2 of 3

BACKGROUND:

HSA is requesting approval to apply for the Family Self-Sufficiency Demonstration Development grant. This grant is to support grantees in planning and conducting research and evaluation activities related to interventions that support low-income families with children, including TANF-eligible families, on the path to self-sufficiency. HSA was notified of this grant opportunity to help advance the California Work Opportunity and Responsibility to Kids (CalWORKs) 2.0 projects.

The grant provides up to \$200,000 per year for two years to support CalWORKs 2.0 projects. The initial award will be made for the first 12-month budget period, with non-competing continuation awards for the second 12-month budget period, subject to availability of funds and satisfactory progress by the grantee.

The minimum expected award is \$150,000 and the average expected award is \$175,000. It is expected 20 grants will be awarded. HSA intends to apply for the entire \$200,000 award ceiling for each year of the grant. These grant funds must be used to support planning for and execution of evaluation-related activities, and may not be used for program services such as cash assistance or support services. Grant funds may be used to support staff salaries for the percentage of their time that they work on activities related to the purpose of this funding opportunity, but not for time spent on providing services to clients.

The timelines for the grant application are as follows:

- July 2nd - Application due by 4:30 PM, electronic submission via www.Grants.gov
- September 30th - Anticipated project start date

The grant requires the grantees to:

- Complete a semi-annual Performance Progress Report.
- Work with the federal-funded third party evaluator.
- Convene and participate in the Family Self-Sufficiency Demonstration Development Annual Grantee meeting each year.
- Convene and participate in quarterly conference calls for necessary technical assistance.
- Participate in additional consultations, meetings, briefings, teleconferences, and other forums, as necessary, to review current and planned activities and to share information among grantees and with other stakeholders.

CalWORKs is a public assistance program that provides cash aid and services to eligible families that have a child or children in the home. The program serves all 58 counties in the state, and is operated locally by county welfare departments. If a family has little or no cash and needs housing, food, utilities, clothing, or medical care, they may be eligible to receive immediate short-term help. Families that apply and qualify for ongoing assistance receive money each month to help pay for housing, food, and other necessary expenses.

The amount of a family's monthly assistance payment depends on a number of factors, including the number of people who are eligible and the special needs of any of those family members. The income of the family is considered in calculating the amount of cash aid the family receives.

Agenda Item

FAMILY SELF-SUFFICIENCY DEMONSTRATION DEVELOPMENT GRANT

June 22, 2021

Page 3 of 3

Specific eligibility requirements include an applicant's citizenship, age, income, resources, assets, and other factors. Generally, services are available to:

- Families that have a child or children in the home who have been deprived of parental support or care because of the absence, disability, or death of either parent.
- Families with a child or children when both parents are in the home but the principal earner is unemployed.
- Needy caretaker relatives of a foster child or foster children.

The CalWORKs program assists an average of 7,000 Kings County residents each month, providing an average of \$1.6 million in subsidies monthly. CalWORKs also provides supportive services including childcare, transportation, ancillary expenses, personal counselling, intensive case management, barrier removal services, assisting homeless CalWORKs recipients to secure permanent housing, and wrap-around services to families to support housing retention.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 22, 2021

SUBMITTED BY: Human Services – Sanja Bugay/Wendy Osikafo

SUBJECT: AGREEMENT WITH ABOGE COACHING AND CONSULTING,
INCORPORATED FOR CONSULTING SERVICES

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval of an agreement with ABOGE Coaching and Consulting, Incorporated (Inc.) for consulting services for leadership development, through coaching, mentoring, and education services, as well as strategic planning facilitation services. HSA has held contractual agreements with ABOGE Coaching and Consulting, Inc. over the last three years for leadership development.

Recommendation:

Approve the Agreement with ABOGE Coaching and Consulting, Incorporated for consulting services for leadership development and strategic planning facilitation.

Fiscal Impact:

There will be no impact to County General Fund with this agreement. The maximum amount of this agreement for Fiscal Year 2021-2022 through Fiscal Year 2022-2023 is \$50,000. The maximum amount of the agreement will be offset with federal, state, and realignment revenues. Sufficient appropriations and revenues for this contract are included in HSA's Fiscal Year 2021-2022 Recommended Budget in Budget Unit 510000 (Human Services Administration), Account 92037 (Professional Services).

BACKGROUND:

On October 4, 2018, the Purchasing Manager approved a contract with ABOGE Coaching and Consulting, Inc. for consulting, coaching, and leadership development services, including strategic planning facilitation services

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH ABOGE COACHING AND CONSULTING, INCORPORATED FOR CONSULTING SERVICES

June 22, 2021

Page 2 of 2

for HSA for the period of September 1, 2018 through June 30, 2019. The contract was amended in August 2019, extending services through June 30, 2020. On July 17, 2020, the Purchasing Manager approved a contract with ABOGE for consulting, coaching, and leadership development services, including strategic planning facilitation services for HSA for the period of July 1, 2020 through June 30, 2021.

Through these two contracts, ABOGE has supported HSA by providing leadership performance needs assessments and leadership development services for agency management staff, using both on-site and telephone consultations, and one-on-one coaching and mentorship sessions. HSA has also worked with ABOGE on customized strategic planning facilitation services for the executive management team workgroups. As the need for services provided by HSA continues to evolve and increase within an ever-changing economic environment, the makeup of the HSA management team also continues to change to accommodate the increases in programs and staff. The leadership development services provided through this contract provide a consistent structure to form a cohesive management team, and the strategic planning facilitation services aid in regular review of HSA's strategic plan to ensure that all HSA programs are included in the strategic plan and are tied to the Department's mission, vision, and values.

HSA is requesting approval of an agreement with ABOGE to continue the body of work first begun in 2018, with no break in the momentum already gained on this project. This newly requested agreement spans from July 1, 2021 through June 30, 2023, with a total budget of \$50,000 over the course of two years.

The Purchasing Manager has previously approved a Sole Source request for this contractor. Sole Sourcing helps departments contract with vendors with expertise in a particular field, and knowledge of internal activities and directions due to past work performed. With previous activities being halted due to COVID-19, the Department wishes to maintain strategic and developmental continuity by continuing to sole source with ABOGE for the particular services. It would be detrimental to the Department's progress to start services with a new contractor based on the strategic foundation developed through previous work done with ABOGE.

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 on _____, ____, 2021, by and between the County of Kings, a political subdivision of the State of California (“County”) and ABOGE Coaching and Consulting, Inc., a California corporation (“Contractor”) (collectively the “Parties”).

R E C I T A L S

WHEREAS, County requires leadership development and consulting services for the Human Services Agency (“HSA”); and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County’s reasonable satisfaction. County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

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

Contractor affirms that it has reviewed **Exhibit A** and agrees that in its professional judgment, the work can and shall be completed within the maximum amount of costs and time as set forth in this Agreement.

././

ABOGE Coaching and Consulting, Inc. FY21/22
And FY22/23
Human Services Agreement #200

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit B**.

All funds provided under this Agreement must be completely expended by June 30, 2023. The Parties acknowledge and agree that the County's obligation to make payments to Contractor is contingent upon receipt of funds from California Department of Social Services. Both program activities and funding allocations are subject to immediate reduction or termination in the event of the reduction or termination of funding or authorization.

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

Payments will be made on a cost reimbursement basis. Contractor shall bill County for amounts equal to the actual costs incurred for allowable items, within 30 calendar days following the end of the month in which services were delivered. Billing shall be submitted to County in a format specified by County and documented in such reasonable detail as the County's Auditor shall require to establish by documentation that the funds were expended for the intended purposes of this Agreement.

In order to ensure that FY 2021/2022 expenditures are claimed to the 2021/2022 allocation, the billing for the month of June 2022 must be received by County by July 10, 2022.

Upon receipt and approval of the monthly invoice, County shall remit to Contractor the amount of allowable reimbursement costs incurred in the performance of this Agreement. Such remittance shall be made to Contractor within 30 calendar days after timely receipt of the expenditure and statistical reports for each preceding calendar month.

Final payment will be made upon receipt of the reconciled expenditure and statistical reports for the period ending June 30, 2023. **Final billing for all costs of the agreement must be submitted before July 10, 2023.** Final payment may be held until any necessary termination audit is completed.

Contractor is responsible for the repayment of all audit exceptions resulting from audits performed by County; state of federal agencies related to this Agreement.

Invoices and audits shall be submitted electronically to:

HSA.Contracts@co.kings.ca.us

All Contractor costs shall be supported by properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

4. TERM

This Agreement commences on July 1, 2021, and terminates on June 30, 2023, unless otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS

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

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

Any proposed increase in a single line item up to 10% of the original line item amount must be approved by the Director of HSA or her designee. Any such Director approved modification shall not exceed the amount set forth in Section 3.

7. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its

intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

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

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

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

D. Forbearance not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. INSURANCE

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

1. Commercial General Liability. 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. 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 according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

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

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

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

9. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, 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.

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

D. These indemnification obligations shall survive the termination of this Agreement as to any 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. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

Contractor shall comply with the provisions set forth in this Agreement and all federal, state and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County. Contractor shall execute and comply with the Assurance of Compliance set forth in **Exhibit C**.

12. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent

unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. 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 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.

18. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

19. NOTICE

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

COUNTY:

Sanja K. Bugay, Director
Kings County Human Services Agency
1400 W. Lacey Blvd., Bldg. #12
Hanford, CA 93230
Phone No: (559) 582-3241, Ext. 2200

CONTRACTOR:

ABOGE Coaching and Consulting, Inc.
1732 Keesler Circle
Suisun City, CA 95485
Phone No: (707) 410-8278

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) e-mail, it is effective as of the date it was sent; e) 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.

20. CHOICE OF LAW

The Parties have executed and delivered this Agreement in the County of Kings, State of California. The Parties agree that the laws of the State of California shall govern

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

21. 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.

22. SURVIVAL

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

23. NO THIRD PARTY BENEFICIARIES

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

24. ADA COMPLIANCE

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

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

///

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

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

The Parties agree that each party had 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 should be construed against the drafter, shall have no application to the construction of the Agreement.

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.

26. ELECTRONIC SIGNATURES

The Parties may execute this Agreement by electronic means. The Parties agree that the electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

27. AUTHORITY

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

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ARE ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

ABOGE COACHING AND CONSULTING, INC.

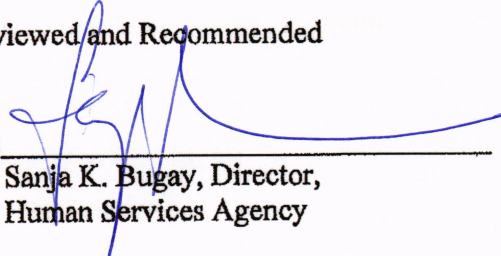
By: _____
Craig Pedersen, Chair
Kings County Board of Supervisors

By: Ray A. Weaver e-signed 04/24/2021 10:15am
Ray Weaver, CEO/Owner

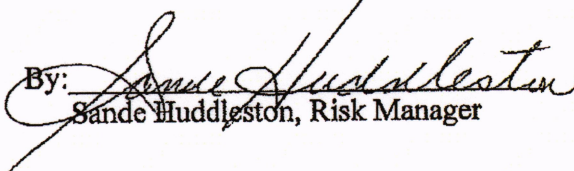
ATTEST

Reviewed and Recommended

By: _____
Catherine Venturella, Clerk of the Board

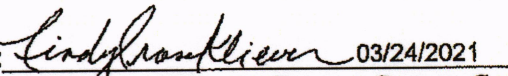
By: 
Sanja K. Bugay, Director,
Human Services Agency

Approved as to Endorsements Received

By: 
Sande Huddleston, Risk Manager

By: 
_____, Fiscal Analyst
Human Services Agency

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: 03/24/2021
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Compensation/Fees

Exhibit C: Assurance of Compliance with County – Non Discrimination

Exhibit D: Kings County ADA Grievance Procedures

EXHIBIT A

Scope of Work

Conduct leadership performance needs assessments for HSA's management staff and provide, both on-site and by telephone, one hour one-on-one coaching and mentorship sessions to address identified needs.

Provide on-site group leadership development services to the HSA management team through coaching, mentoring and educational services based on identified needs of the HSA.

Provide customized strategic planning facilitation services for the Executive Management Team workgroups.

EXHIBIT B

Operating Budget

July 1, 2021 – June 30, 2023

Entity	Service	Rate	Allowable Hours	Costs
ABOGE	Coaching and Consulting Services July 2021 – June 2023	\$250/Hr.	200	\$50,000
			Total Costs	\$50,000

Contractor shall provide services for the duration of this Agreement (FY2021/2022 & FY2022/2023) billed at an hourly rate of \$250.00 per hour, not to exceed \$50,000 (200 hours). Contractor will submit detailed invoices for the services provided in the prior month and be paid no later than 30 days after receipt of such invoices.

EXHIBIT C

Assurance of Compliance with the Kings County Human Services Agency For Nondiscrimination in State and Federally Assisted Programs

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); the Food Stamp Act of 1977, and in particular section 272.6; (7 U.S.C. § 2012 *et seq.*); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 *et seq.*); Government Code Section 11135 *et seq.*; California Code of Regulations 22 CCR §§ 98000 - 98413; 24 CCR § 3105a(e); the Dymally-Alatorre Bilingual Services Act (Government Code § 7290 *et seq.*) and other applicable federal and state laws, as well as their implementing regulations. Contractor will ensure that employment practices and provision of services under this Agreement are nondiscriminatory, and that no person shall because of race, color, creed, national origin, ethnic group identification, political affiliation, religion, marital status, sex, sexual orientation, age, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination. Contractor shall immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services ("CDSS") Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code § 10605, or Government Code §§ 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Ray A. Weaver e-signed 04/24/2021 10:15am

Ray Weaver, CEO/Owner
ABOGE Coaching and Consulting, Inc.

EXHIBIT C

1 of 1

EXHIBIT D

County of Kings

2016 ADA Self-

Evaluation

Appendix E.
Kings County ADA Grievance Procedure

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

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

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

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

EXHIBIT D

1 of 2

EXHIBIT D

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but no later than sixty (60) calendar days after the alleged violation to:

Dominic Tyburski, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 22, 2021

SUBMITTED BY: Information Technology Department – John Devlin
Department of Finance – James Erb

SUBJECT: MAINTENANCE AGREEMENT WITH CHERRYROAD FOR PEOPLESOFT
SUPPORT

SUMMARY:

Overview:

On May 10, 2016, your Board entered into a maintenance agreement with CherryRoad Technologies Inc. for PeopleSoft support. The contract agreement expired thus, the County needs to enter into a new one.

Recommendation:

Approve an Agreement with CherryRoad Technologies Incorporated for PeopleSoft support for five years retroactively effective from April 17, 2021 through April 16, 2026.

Fiscal Impact:

The five-year agreement costs \$562,500 and is billed annually for \$112,500 per year. It is budgeted in the current fiscal year as well as the upcoming fiscal year in Budget Unit 121000 (Finance) Account Number 93051 (IT Managed Contracts). The agreement includes a one year optional extension.

BACKGROUND:

The County utilizes PeopleSoft for payroll and time tracking. CherryRoad Technologies Inc. (CherryRoad) supports the County’s payroll system and perform custom software and reports, as well as programming in new changes due to State and Federal law changes. In August of 2019, the old contract was amended to reduce the hours CherryRoad provided in half for an annual savings of \$112,500. The existing contract has expired.

The Agreement has been vetted by County Counsel, and is approved as to form.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2021, between the County of Kings, a political subdivision of the State of California (“County”) and CherryRoad Technologies Inc., a Florida corporation, with offices located at 301 Gibraltar Drive, Ste. 2C, Morris Plains, New Jersey 07950 (“Contractor”).

R E C I T A L S

WHEREAS, the County requires services PeopleSoft maintenance services; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such Services (as defined below).

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

The County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A, the Statement of Work** (the “Services”).

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

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

3. COMPENSATION

Contractor shall not be entitled to nor receive from the County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth **Exhibit A, the Statement of Work**, Agreement or as otherwise mutually agreed to by the Parties.

Should no funds or insufficient funds be appropriated for this Agreement, the

County reserves the right to propose an amendment or unilaterally terminate this Agreement upon 10 days' written notice to Contractor. Contractor shall be paid for all Services performed through the date of termination.

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of Services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement commences on April 14, 2021, and terminates after five (5) years on April 15, 2026, unless otherwise terminated in accordance with its terms. The Parties acknowledge this Agreement applies retroactively.

This Agreement may be extended by mutual consent of the Parties for one (1) additional year.

5. RECORDS AND INSPECTIONS

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

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

7. TERMINATION

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

A. Without Cause. Either party may terminate this Agreement without cause by giving the other party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this

Agreement upon 10 days' written notice to Contractor.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and inform the defaulting party whether the breach is able to be cured or not.

The non-defaulting party shall allow the defaulting party a period of at least thirty (30) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting party may terminate the Agreement upon further written notice specifying the date of termination.

In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting party may submit a written proposal to the non-defaulting party within that period, in which said party sets forth a specific plan to remedy the default and a date certain for completion. If the non-defaulting party agrees to the proposed plan in writing, the defaulting party shall immediately commence curing the breach. If the defaulting party fails to cure the breach within the time agreed upon by the Parties, the non-defaulting party may terminate the Agreement either immediately or on a date provided in the Notice of Default or provide the defaulting party additional time to cure the breach.

C. Effects of Termination. Contractor shall be paid for all Services performed though the date of termination no matter the reason for termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for direct damages sustained by the County because of the Contractor's breach, subject to the limitation of liability, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, reasonably cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party of previous acts by the other party that constitute a breach or default of the party's obligations under this Agreement shall not act as a waiver of the Parties' right to assert a breach or default of this Agreement has occurred, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right to obtain indemnification from Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and

maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

A. Endorsement of Policies. Contractor shall cause each policy outlined below to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, 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.

B. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

C. Insurance Limits. Contractor shall obtain the required insurance policies for the amounts set forth below, unless otherwise approved by the County's Risk Manager in writing prior to the execution of this Agreement.

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.

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 not less than One Hundred Thousand Dollars (\$100,000) for property damages, 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 according to the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

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

D. Rating of Insurers. 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.

E. Notice of Cancellation to the County and Payment of Premiums.

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

9. INDEMNIFICATION

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

B. All Other Services: Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability arising from a third party action (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, negligent act or willful misconduct of 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 the County by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

C. These indemnification obligations shall survive the termination of this Agreement as to any negligence or willful misconduct by Contractor 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 the County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but 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 the California Public Records Act, Government Code section 6250 *et seq.*

12. CONFIDENTIALITY

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

During the term of this Agreement, County will have access to and become acquainted with Contractor's written and oral confidential and proprietary information. Such information shall not be disclosed by the County to any third-party without the prior written consent of Contractor, or as required by law subject to compliance with the procedure set forth in this Section.

The following information shall not be considered confidential and proprietary information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which is now or hereafter becomes publicly known by other than a breach hereof; information which is developed by one (1) party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's confidential and proprietary information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's confidential and proprietary information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of Services under this Agreement. Contractor shall employ or retain no such person while rendering Services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval, which consent or approval shall not be unreasonably withheld.

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, epidemic, 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.

18. OWNERSHIP OF DOCUMENTS

Upon payment by the County, the County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by the County or upon completion of the Services pursuant to this Agreement. The County's reuse of any such materials on any project other than the project for which they were originally intended shall be at the County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

Notwithstanding the foregoing, Contractor will retain ownership of all intellectual property, knowledge, techniques, procedures, routines, templates and methods which have been developed by Contractor in its regular course of business and not for specific use in performance of this Agreement and used in the provision of Services ("Contractor Tools"). Contractor shall grant the County, upon full payment, a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that Contractor embeds in or provides with any Services or that are otherwise used in connection with the Services.

19. NOTICE

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

County
County of Kings
1400 West Lacey Blvd.
Hanford, CA 93230

Contractor
CherryRoad Technologies Inc.
6 Upper Pond Road, 2nd floor
Parsippany, New Jersey 07054

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) e-mail, it is effective as of the date it was sent, with read receipt acknowledgment; e) 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.

20. CHOICE OF LAW

The Parties have executed and delivered this Agreement in the County of Kings, State of California. The Parties agree that the laws of the State of California shall govern

the validity, enforceability, or interpretation of this Agreement. The Parties further agree this Agreement was entered into and will be performed in Kings County, thereby rendering Kings County as the appropriate venue for any action or proceeding in law or equity that may be brought in connection with this Agreement. The Parties may also bring an action in federal court in California where there is jurisdiction. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

21. 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.

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 9 Indemnification, and Section 12 Confidentiality, Section 27 Limitation of Liability, and Section 29 Non-Solicitation of Employees.

23. NO THIRD PARTY BENEFICIARIES

Unless otherwise specifically stated within this Agreement, the 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.

24. ADA COMPLIANCE

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

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

25. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

This Agreement, including its Recitals and Exhibits, which are fully incorporated

into and are integral parts of this Agreement, constitutes the entire agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor other than those contained herein.

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

The Parties agree that each party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms, and it is expressly agreed and understood the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

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.

If any of the terms of Exhibit A, the Statement of Work conflicts with any term of this Agreement, this Agreement supersedes the Statement of Work.

26. LIMITATION ON LIABILITY

EXCEPT WITH RESPECT TO THE INDEMNIFICATION AND NON-DISCLOSURE OBLIGATIONS SET FORTH HEREIN AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE AGREEMENT.

28. WARRANTY

CONTRACTOR WARRANTS THAT (A) ALL SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT SHALL BE PERFORMED IN A COMPETENT, PROFESSIONAL AND WORKMANLIKE MANNER, AND SHALL BE

OF INDUSTRY STANDARD QUALITY; (B) ALL SERVICES PERFORMED SHALL COMPLY WITH APPLICABLE LAWS; AND (C) ALL SERVICES PERFORMED SHALL BE PROVIDED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL MATERIAL RESPECTS TO ANY SPECIFICATIONS AND REQUIREMENTS SET FORTH IN THIS AGREEMENT.

THE WARRANTIES CONTAINED HEREIN AND IN THE STATEMENT OF WORK ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONSULTANT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

29. NON-SOLICITATION OF EMPLOYEES

The Parties agree that neither party shall directly or indirectly solicit for employment any employee of the other party. This clause shall remain in effect during the term of this Agreement and for a period of one year after the termination of this Agreement, unless prior written consent of the other party is first obtained.

30. ELECTRONIC SIGNATURES

The Parties may execute this Agreement by electronic means. The Parties agree that the electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

31. AUTHORITY

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

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ARE ON FOLLOWING PAGE**


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

COUNTY OF KINGS

CHERRYROAD TECHNOLOGIES, INC.

By: _____

Craig Pedersen, Chair
Kings County Board of Supervisors

By:  _____

Name: Nicholas Visco
Title: Chief Financial Officer

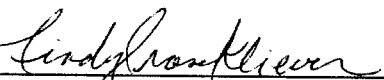
ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By: _____
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By:  06/14/2021
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Kings County ADA Grievance Procedures



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 22, 2021

SUBMITTED BY: Information Technology Department – John Devlin

SUBJECT: ANNUAL MAINTENANCE FOR MICROSOFT WINDOWS OPERATING SYSTEM

SUMMARY:

Overview:

Kings County utilizes Microsoft Windows and the annual payment is due.

Recommendation:

Authorize the Purchasing Manager to process the invoice from Crayon Software Experts LLC. for the Microsoft Windows Operating System.

Fiscal Impact:

The three year agreement costs \$158,777, and is billed annually for \$44,297 the first year and \$57,240 in years two and three. The reason for the differing amounts is that year one is only nine months of coverage, as the County is co-termining these licenses with the existing licenses. It is budgeted in the current Fiscal Year 2020-2021 as well as the upcoming Fiscal Year 2021-2022 in Budget Unit 195100 (PC Replacement) Account Number 92036 (Computer Software Expense).

BACKGROUND:

The County utilizes Microsoft Windows Operating System on all desktop and laptop computers. This is the annual payment for the Microsoft products. It is budgeted, but the dollar amount exceeds the Purchasing Managers limit for expenditures.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



Customer

County of Kings - Win10 w/SA prorated & Ofc Pro

Quote Date 02/17/20

Part#	Description	Qty	Annual Unit Price	Annual Extended Price
KV3-00367	ESD WINENTperDVC SNGL UpgrdSAPk MVL- Year 1 - 9 months remaining	556	\$ 79.67	\$ 44,296.52
KV3-00367	ESD WINENTperDVC SNGL UpgrdSAPk MVL- Year 2 - 12 months remaining	556	\$ 102.95	\$ 57,240.20
KV3-00367	ESD WINENTperDVC SNGL UpgrdSAPk MVL- Year 3 - 12 months remaining	556	\$ 102.95	\$ 57,240.20
			Total	\$ 158,776.92

** Pricing Expires in 30 days from date of quote**

All items included in this RFQ are new, unused, not refurbished, with original manufacturer warranty.

Remit to Address:

Crayon Software Experts, LLC

Attn: Finance Manager

12221 Merit Drive, Suite 800

Dallas, TX 75251

Phone: 469-329-0290

invoice.cus@crayon.com



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 22, 2021

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: AGREEMENTS WITH PRIVATE ATTORNEYS FOR PROVIDING DEFENSE SERVICES TO THE INDIGENT ACCUSED

SUMMARY:

Overview:

The County had 25 contracts in Fiscal Year (FY) 2020-2021 with 24 local attorneys to provide indigent defense services ranging from felonies to misdemeanors for juveniles and adults, including prison cases. One of the contracts is with Marianne Gilbert for coordinating the scheduling and activities of the various contractors providing defense work for adults in addition to her duties as a felony contractor. Included in those remaining 24 contracts is one part-time agreement with Ismael Rodriguez (1/3 allocation) which is to assist in collaborative court.

Staff is proposing to renew the 25 contracts and add a conflict defender contract. The attorneys are listed below for FY 2021-2022.

Recommendation:

Authorize the County Administrative Officer, or their designee, to sign agreements with Tonya Lee, Marianne Gilbert, William Fjellbo, Karen Butler, Melinda Benninghoff, Hugo Gomez-Vidal, Jim A. Trevino, Robert Stover, Ismael Rodriguez, Shani Jenkins, James Oliver, Michael Woodbury, Greg Blevins, Carlos Navarrete, Jared Ramirez, Afreen Kaelble, Cheryl Harbottle, Robert Bartlett, Ralph Kaelble, Jason Taylor, James Harbottle, Jeffrey Boggs, Kevin Thompson, Nima Vakili, and Brent Woodward to provide indigent defense services as specified.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AGREEMENTS WITH PRIVATE ATTORNEYS FOR PROVIDING DEFENSE SERVICES TO THE INDIGENT ACCUSED

June 22, 2021

Page 2 of 2

Fiscal Impact:

The Proposed Budget for FY 2021-2022 had included expenses anticipated with these agreements in the amount of \$2,500,000 however, there will be a final budget change to increase the amount to \$2,658,377. Contracts are listed as follows:

Type	
Felony Contracts (14 @ \$115,423) ¹	\$1,638,430
Misdemeanor Contracts (8 @ \$78,697) ²	\$655,806
Juvenile Contracts (3 @ \$91,035)	\$273,106
Conflict Contract (1 @ 91,035)	\$91,035
	<u>\$2,658,377</u>

¹ Coordination Fee included in Felony Contracts

² Rodriquez additional contract in Misdemeanor not to exceed \$26,232 annually

BACKGROUND:

Pursuant to the Trial Court Funding Act, certain services related to the trial courts were defined as either a Court or a County function. One County function is to provide for Indigent Defense Services. The term of each agreement is for 12 months commencing on July 1, 2021. A copy of each contract is on file with the Clerk of the Board.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

June 22, 2021

SUBMITTED BY: Department of Finance – James Erb/Rob Knudson

SUBJECT: BOOKING FEES FOR FISCAL YEAR 2021-2022

SUMMARY:

Overview:

Pursuant to Government Code (GC) Section 29550, each year it is necessary to reset jail booking fees by ordinance. Booking fees are calculated by the County Department of Finance and established by the Board of Supervisors. With the adoption of Government Code Sections 29551 & 29552, counties now receive funding directly from the State in lieu of charging booking fees to outside agencies. However, there are still situations where the County can recover actual booking costs. Therefore, it is necessary to establish a current rate each year. The calculated fee recommended for Fiscal Year (FY) 2021-2022 is \$135 per booking. This ordinance was introduced at the Kings County Board of Supervisors meeting on June 8, 2021.

Recommendation:

Adopt an ordinance establishing booking fees for Fiscal Year 2021-2022, and waive the first reading of the ordinance.

Fiscal Impact:

The County will be receiving its full allocation of \$120,000 from the State, which will be the same as the FY 2020-2021 allocation. Since this is the County's full statutory allocation, cities will not be charged a fee.

BACKGROUND:

Booking fees are intended to permit a county to recoup its actual costs associated with the booking of persons arrested by peace officers and brought to the County jail for booking or detention. Since 1999, there have been numerous changes to the way the County is reimbursed for these costs and how it is allowed to bill outside agencies.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

BOOKING FEES FOR FISCAL YEAR 2020-2021

June 22, 2021

Page 2 of 2

Frequently, the State augments its methodology of reimbursing counties for booking costs. In 2011, the new realignment structure implemented by the Governor put more stability into their reimbursement of booking fees. The County's full statutory allocation of about \$120,000 is now included in the annual budget. Receiving the full allocation restricts the County from billing any booking fees to cities. If the County does not receive an allocation from the State, then the booking fee authority reverts to the option under GC Section 29550 of charging cities one-half of the current rate. If the County receives a partial allocation, it would continue the existing structure and charge the Fiscal Year 2005-2006 adjusted rate in proportion to the level of under-appropriation. As a result, if the County only receives 40 percent of the allocation, it would be able to charge 40% of the 2005-2006 rate. Government Code Sections 29551 & 29552 has dictated 2005-2006 as the base year.

Despite the way the County receives funding for booking costs, the Department of Finance must still calculate the actual booking fee rate each year and have the Board of Supervisors adopt an ordinance establishing this fee for the next fiscal year. The actual rate is still needed to collect booking fees from a convicted defendant. The County's ability to collect these fees from a defendant is preserved under this structure.

The proposed booking fee for FY 2021-2022 is calculated at \$135. This is a 3% increase from the previous year fee of \$131. The net increase is mainly due to Sheriffs-Detentions employee benefit cost increases in FY 2020-2021.

The Ordinance was introduced by your Board on June 8, 2021.

ORDINANCE NO.

AN ORDINANCE RELATING TO
JAIL PROCESSING FEES

The Board of Supervisors of the County of Kings ordains as follows:

SECTION 1. This ordinance is adopted pursuant to Kings County Ordinance No. 495 and Government Code section 29550.

SECTION 2. The following fees shall be charged by the Kings County Sheriff for processing persons brought to the Kings County Jail after arrest and detention on and after July 1, 2021.

Per processing	\$135.00
----------------	----------

SECTION 3. This Ordinance shall take effect thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage, shall be published with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel, a newspaper published in the County of Kings.

The foregoing ordinance was introduced at a meeting of this Board of Supervisors of the County of Kings held on June 8, 2021, and adopted at a meeting held on June 22, 2021, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

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

WITNESS my hand and seal of said Board of Supervisors this 22nd day of June, 2021.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 22, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski

SUBJECT: RESOLUTION APPROVING CALIFORNIA HIGH SPEED RAIL
IMPROVEMENT PLANS

SUMMARY:

Overview:

Pursuant to Agreement No. 19-078 between Kings County and the California High Speed Rail Authority, the County agreed to maintain certain facilities to be constructed by the Authority. This resolution provides a mechanism to approve the plans which will be the basis for constructing said facilities.

Recommendation:

- a. Adopt a Resolution approving the California High Speed Rail improvement plans for limited facilities to be maintained by Kings County; and
- b. Authorize the Chairman to sign the title sheet of each plan set.

Fiscal Impact:

Approving improvement drawings does not impact the General Fund or Road Fund.

BACKGROUND:

On August 13, 2019, Kings County entered into an agreement with the California High Speed Rail Authority (CAHSRA) which addressed a number of contentious issues. One facet of the agreement was the designation of certain facilities to be constructed by CAHSRA and maintained by the County. After months of diligent review and feedback from the Public Works Department and consultants hired to assist in the plan review process, the Department is satisfied with the CAHSRA plans and recommends approval.

This 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 _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF APPROVING
PLANS AND SPECIFICATIONS FOR
THE CALIFORNIA HIGH SPEED RAIL
AUTHORITY HIGH SPEED TRAIN
PROJECT CROSSINGS AND
ASSOCIATED IMPROVEMENTS _____/

RESOLUTION NO. _____

WHEREAS, the Board of Supervisors (“Board”) of the County of Kings (“County”), on the 13th day of August, 2019 entered into Agreement No. 19-078 (“Agreement”) with the High Speed Rail Authority (“Authority”), agreeing to accept ownership and maintenance of limited facilities to be constructed by the California High Speed Rail Authority (“Facilities”);

WHEREAS, such Facilities include portions of grade separation projects located at the High Speed Rail project sites crossing the following County roadways: 9th Avenue, Cairo Avenue, Excelsior Avenue, Flint Avenue, Fargo Avenue, Grangeville boulevard, Lacey Boulevard, 7th Road, Hanford-Armona Road, Houston Avenue, Idaho Avenue, Jackson Avenue, Kansas Avenue, Kent Avenue, and Waukena Avenue;

WHEREAS, Kings County will accept Right of Way dedications and Facilities from the Authority upon completion of construction of said Facilities and such Facilities shall be maintained by the County;

WHEREAS, the High Speed Rail Authority and the Kings County Department of Public Works (“Public Works”) have reviewed and approved the design plans and standards for such Facilities and recommend the Board’s ratification and final approval of said plans; and

WHEREAS, the Board desires to limit approval of said plans and specifications to those improvements constructed in the ultimate Kings County Right of Way and that are or will become the maintenance responsibility of the County.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. In accordance with Agreement No. 19-078, the Board of Supervisors ratifies and approves the design plans and specifications for the Facilities described above.
2. Approval of said plans and specifications shall be limited to those improvements constructed in the ultimate Kings County Right of Way and that are or will become the maintenance responsibility of the County.
3. The Board of Supervisors hereby authorizes the Chairman to sign the plan title sheet indicating such approval on behalf of the Board.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the ____ day of _____, 2021, by the following vote:

AYES:	Supervisor
NOES:	Supervisor
ABSENT:	Supervisor

Craig Pedersen, Chairman Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this ____ day of _____, 2021.

Catherine Venturella
Clerk of the Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 22, 2021

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: APPOINTMENT OF DIRECTOR OF COMMUNITY DEVELOPMENT

SUMMARY:

Overview:

It is recommended that the Board make an appointment to the position of Director of Community Development.

Recommendation:

Confirm an appointment of Charles Kinney to the position of Director of Community Development effective June 28, 2021, and set the compensation.

Fiscal Impact:

The position is recommended to start at \$12,600 per month including management benefits. The salary and benefit costs will be included in the FY 2021/22 Final Budget.

BACKGROUND:

Pursuant to Chapter 2 Article II Section 2-31 of the Kings County Code of Ordinances, the Assistant County Administrative Officer has recommended to the Board of Supervisors a qualified applicant for the position of Director of Community Development. It is recommended that your Board appoint Mr. Charles Kinney, effective June 28, 2021, to the position.

Mr. Kinney has a Bachelor of Arts degree in Geography from University of California, Santa Barbara, and has served in the County's Community Development Agency since 1999. He has been the Deputy Director of Planning since 2010. Mr. Kinney has over 21 years of public sector experience in community development.

BOARD ACTION :

APPROVED AS RECOMMENDED: ____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 22, 2021

SUBMITTED BY: Department of Public Health – Edward Hill

SUBJECT: NOVEL CORONAVIRUS 2019 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 County is tracking costs and revenue losses 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-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 are vaccines for antiviral treatment of 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.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

June 22, 2021

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: AMERICAN RESCUE PLAN ACT

SUMMARY:

Overview:

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. The State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act (ARPA), was signed into law by President Biden on March 11, 2021. The bill includes \$65.1 billion in direct, flexible aid to every county in America. An additional \$65.1 billion has been allocated to States, metropolitan cities, and nonentitlement units of local government. Kings County is allocated to receive \$29,706,802. The funds are intended to provide support in responding to the impact of COVID-19 and their efforts to contain COVID-19 on their communities, residents, and businesses.

Recommendation:

Overview and discussion on the American Rescue Plan Act funding and provide guidance to staff on the next steps.

Fiscal Impact:

The County has received \$14,853,401 directly from the U.S. Treasury. A new budget unit was created, budget unit 110910. As of today, the funds will sit in fund 100015 in order for it to not fall into general fund balance. The Department of Finance will transfer the revenue to budget unit 110910 as requested.

BACKGROUND:

On May 17, 2021 the U.S. Department of the Treasury published guidance that governs the implementation of the American Rescue Plan Act's (ARPA) COVID-19 State and Local Fiscal Recovery Funds. While the Interim Final Rule becomes effective immediately, the Department will accept comments on all aspects of the proposal until July 16, 2021. Counties will receive the funding in two tranches, with 50 percent provided in Fiscal Year 21/22 and the balance distributed roughly 12 months later.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AMERICAN RESCUE PLAN ACT

June 22, 2021

Page 2 of 2

Pursuant to the Treasury guidance, Fiscal Recovery Funds can be used to cover costs incurred beginning on March 3, 2021, and all funds must be obligated by December 31, 2024. All funds must be spent and all work completed by December 31, 2026.

The presentation is intended to describe the initial categories of funding and proposals by County staff for consideration by the Board of Supervisors. For those priorities supported by the Board, staff will further develop detailed implementation plans and return to future Board meetings to discuss each plan category and formal recommendations where needed. Local relief funds are described in four primary categories which are as followed:

- Respond to the public health emergency and address its negative economic effects;
- Provide premium pay for essential workers;
- Replace lost public sector revenue; and,
- Invest in water, sewer, and broadband infrastructure.

Within these broad expenditure categories, counties have flexibility to decide how best to use the funding to meet specific community needs with the ultimate goal to respond to the COVID-19 public health emergency and its economic impacts.