

**Board Members**

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



**Staff**

Edward Hill, County Administrative Officer  
Diane Freeman, County Counsel  
Catherine Venturella, Clerk of the Board

## **Board of Supervisors**

### **Regular Meeting Agenda**

**Date:** Tuesday, March 22, 2022  
**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 signed into Law AB 361 on September 16, 2021, relating to the convening of public agency meetings via teleconference in light of the COVID-19 pandemic. Under this authority, the Board of Supervisors will convene its public meetings via video and teleconference. Pursuant to AB 361, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person.

The meeting can also be attended telephonically or by the Internet by clicking this link: <https://countyofkings.webex.com/countyofkings/j.php?MTID=m73e138fc5de39a11f1058c7e36ee99bc> or by sending an email to [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

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Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.

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- I. 9:00 AM CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION –Pastor Chad Fagundes – 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.** Report out of Closed Session from the regular meeting for March 15, 2022.  
**B.** Approval of the minutes from the regular meeting for March 15, 2022.

- IV. CONSENT CALENDAR**
- A. Agriculture Department:**
1. a. Consider approving the Memorandum of Understanding with the California Department of Food and Agriculture for the County’s Seed Law Enforcement Program retroactively effective July 1, 2021 through June 30, 2022.; and
  - b. Authorize the Agricultural Commissioner to sign future invoices with the California Department of Food and Agriculture for reimbursement of costs associated with the County’s Seed Law Enforcement Program for Fiscal Year 2021-2022.
  2. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Pink Bollworm Cotton Plowdown and Host-Free Monitoring Program retroactively effective November 1, 2021 through June 30, 2022.
- B. Public Works Department:**
1. a. Consider adopting the Resolution stating there are no unmet transit needs in Kings County; and
  - b. Authorize the Public Works Director to sign the claim form.
- C. Sheriff’s Office:**
1. a. Consider authorizing the Sheriff’s Office to purchase one (1) Stryker Power-PRO XT electric gurney for the Jail medical triage area; and
  - b. Adopt the budget change. **(4/5 Vote Required)**
  2. Consider authorizing the Kings County Sheriff’s Office to utilize staff time and resources to assist with the California State Sheriffs’ Association conference.
- D. Administration:**
1. Consider appointing one member to the Kings County Fish & Game Advisory Committee.
  2. Consider appointing one member to the Kings County Museum Advisory Committee.



- V. REGULAR AGENDA ITEMS**
- A. County Counsel – Diane Freeman**
1. Consider adopting a Resolution making the findings required by AB 361, and bring a Resolution to the Board within thirty (30) days to continue meeting under its abbreviated teleconferencing provisions.
- B. Public Health Department – Rose Mary Rahn/Troy Hommerding/Heather Silva**
1. Consider adopting a Resolution proclaiming March 24, 2022 as World Tuberculosis Day.
  2. Consider authorizing the Director of Public Health to sign the professional services Agreement and any subsequent documentation with SEP Technology Consulting, LLC for the data migration to the upgraded Accela, Inc. Platform.
  3. Consider approving the professional services Agreement with Accela, Inc. for software modernization services.
  4. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

- VI. BOARD 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

- VII. CLOSED SESSION**
- ◆ **Deciding to initiate litigation: 1 Case [Govt. Code Section 54956.9 (d)(4)]**

- VIII. ADJOURNMENT**
- The next regularly scheduled meeting will be held on Tuesday, March 29, 2022 at 9:00 a.m.

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

<b>FUTURE MEETINGS AND EVENTS</b>		
March 29	9:00 AM	Regular Meeting
April 5	9:00 AM	Regular Meeting
April 12	9:00 AM	Regular Meeting
April 19	9:00 AM	Regular Meeting
April 26	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.*



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



**Staff**

Edward Hill, County Administrative Officer  
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Catherine Venturella, Clerk of the Board

## **Board of Supervisors**

### **Regular Meeting Action Summary**

**Date:** Tuesday, March 15, 2022  
**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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I. 9:00 AM

**CALL TO ORDER**

**ROLL CALL – Clerk of the Board**

**INVOCATION –Pastor Arthur Fox – New Hope Orthodox Presbyterian 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.*

**David Robinson, Kings County Sheriff stated that the Sheriff's Posse made a donation to the Kings County Sheriff's Office last month and due to COVID couldn't present the check at the Board meeting so they are here today to make it official.**

**Larry Wilkinson, Kings County Sheriff's Posse member stated that the Sheriff's Posse has a long standing relationship with the Kings County Sheriff's Office and over the last 10 years they have donated \$120,000 and the 2021 President of the Posse will present the check.**

**Alan Dewey, Kings County Sheriff's Posse 2021 President presented the Sheriff with a check for \$12,500 from the Crab Feed fundraiser held in September 2021.**

III.

**APPROVAL OF MINUTES**

A. Report out of Closed Session from the regular meeting for March 8, 2022.

**REPORT OUT: Edward Hill, County Administrative Officer stated that the Board took no reportable action in closed session on March 8, 2022.**

B. Approval of the minutes from the regular meeting for March 8, 2022.

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

IV.

**CONSENT CALENDAR**

**A. County Counsel:**

1. Consider appointing Ruben Shortnancy as trustee of the Kings Mosquito Abatement District Board of Trustees.

**B. District Attorney's Office :**

1. Consider adopting Resolutions authorizing the District Attorney's Office to submit Fiscal Year 2022-2023 applications, sign award Agreements and amendments for the following grant programs:
  - a. Automobile Insurance Fraud Program; **[Reso 22-012]**
  - b. Workers Compensation Insurance Fraud Program; **[Reso 22-013]**
  - c. Violence Against Women Vertical Prosecution Program; and **[Reso 22-014]**
  - d. Victim Witness Assistance Program. **[Reso 22-015]**

**C. Human Services Agency:**

1. Consider approving the amended Agreement with the Kings Community Action Organization for the provision of Home Visiting Program effective March 15, 2022. **[Agmt 20-140.1]**

**D. Job Training Office:**

1. a. Consider approving the Resolution approving the submission of a Zone Incentive Application; and  
b. Direct the Kings County Director of Economic and Workforce Development to submit the Zone Incentive Application for funding. **[Reso 22-016]**



**E. Library:**

1. a. Consider adopting the Resolution authorizing the County Library Director to submit an application for Lemoore Library Branch for the Building Forward infrastructure grant program; and **[Reso 22-017]**
- b. Consider adopting the Resolution authorizing the County Library Director to submit an application for Hanford Library Branch for the Building Forward infrastructure grant program. **[Reso 22-018]**

**F. Public Health Department:**

1. Consider approving the First Amendment to Grant Agreement extending the term of the County Medical Services Program COVID-19 Emergency Response Grant Program to December 30, 2022. **[Agmt 22-032 from 8-11-2020 and Amended Agmt 22-032.1]**
2. Consider authorizing the Director of the Kings County Department of Public Health to sign the Acceptance of Award for the Real-Time Allotment of Tuberculosis Control Program, the required certifications and all subsequent documentation thereunder to support Tuberculosis prevention and control activities.
3. a. Consider approving the request to purchase equipment and reconfigure the Hanford WIC office; and
- b. Authorize the Public Health Director or designee to sign the purchase order.

**G. Public Works Department:**

1. Consider awarding the construction Agreement to Kings County Air Conditioning Inc. as the apparent low bidder to replace the Branch Air Handlers. **[Agmt 22-033]**

**H. Administration:**

1. a. Consider approving the Board of State and Community Corrections' Standard Agreement for the Senate Bill 823 Youth Programs and Facilities Grant Program; and
- b. Authorize the County Administrative Officer to sign any amendments on behalf of the County. **[Agmt 22-034]**
2. a. Consider approving participation in the 2022 Dry Year Water Transfer Program; and
- b. Authorize the County Administrative Officer or his designee to execute the Buyer-Seller Agreement(s) upon receipt from State Water Contractors, Incorporated subject to County Counsel review. **[Agmt 22-035]**

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

**V.**

**REGULAR AGENDA ITEMS**

**A. Public Guardian/Veteran's Service Office – Scott Holwell**

1. Consider adopting a Resolution proclaiming the week of March 20 – 26, 2022 as Veteran and Military Women's History Week in Kings County. **[Reso 22-019]**

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

**B. Administration - Edward Hill/Kyria Martinez**

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

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

**C. Public Health Department – Rose Mary Rahn/Heather Silva**

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. 10:00 AM PUBLIC HEARING**

1. Hold a public forum to receive public comment regarding the Sheriff's Office's provision of information about and access to detained individuals to the Immigration and Customs Enforcement Agency.

**SUPERVISOR NEVES OPENED THE PUBLIC FORUM, CLAIRE FITIAUSI READ AN ARTICLE INTO THE RECORD AND THE PUBLIC FORUM WAS CLOSED. THE ARTICLE IS ATTACHED TO THE ACTION SUMMARY AS PART OF THE PERMANENT RECORD.**

**VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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**Supervisor Fagundes stated that he attended a Kings Community Action Organization meeting.**

**Supervisor Valle stated that CrisCom Company is working with connections in Sacramento to request Caltrans to release the \$2 million dollar check for Kings County as part of the funding from Assemblymember Rudy Salas for the pedestrian bridge in Kettleman City. He thanked Public Works staff for meeting with him and Corcoran Cemetery staff to discuss how the County can help with maintenance of the property due to direct impacts of COVID and stated that on March 26, 2022 a beautification day will be held at the site.**

**Supervisor Verboon thanked Public Works staff for meeting with him and a property owner impacted by the California High Speed Rail to discuss options for the property owner. He stated that he attended a People's Ditch Shareholder meeting to discuss options for funding to fill in and install a pipeline and possible bike path along the existing route of the ditch and staff will work with the City of Hanford on the project. He stated that he participated in the San Joaquin Valley Voices meeting and the San Joaquin Valley Water Infrastructure policy council meeting.**

**Supervisor Pedersen thanked the Kings County Sheriff and all Law Enforcement in Kings County who have to protect our citizens and set the example of how to do the job, while the State of California provides more avenues for individuals to break the law without consequences.**

**Supervisor Neves stated that he attended the CalVans meeting, attended the American Legion breakfast and attended the California Community College State Basketball Championship held at West Hills College in Lemoore from March 11-13, 2022.**

- ◆ **Board Correspondence: Edward Hill stated that the Board received three notices of proposed amendments of ground water sustainability plans from the Greater Kaweah GSA; Southwest Kings GSA; and, Tri-County Water Authority GSA (Water Code Section 10728.4).**
- ◆ **Upcoming Events: Edward Hill stated the Lunchtime Food Truck Takeover continues every Tuesday in March from 11:00 a.m. to 2:00 p.m. at Court Street in Hanford Civic Park. The Board received an invitation from Recurrent Energy for a ribbon cutting ceremony at the Slate Solar Project on March 15, 2022 with a lunch at 12:30 p.m. and program starting at 1:00 p.m. The Golden Eagle Pantry will be holding a ribbon cutting ceremony on March 16, 2022 from 12:00 p.m. to 1:00 p.m. at Westhills College Student Union located at 555 College Ave, Building 900 in Lemoore. He stated that the City of Lemoore's 10<sup>th</sup> Annual Gem Mineral & Jewelry Show will be held on March 19, 2022 from 10:00 a.m. to 6:00 p.m. & March 20, 2022 from 10:00 a.m. to 4:00 p.m. at Trinity Hall located at 470 Champion Street in Lemoore, with free admission & free parking. The Hanford Branch Library will be hosting - Perfectly Poppy Spring Story Walk and special story time with local author Tricia Stone-Shumaker on March 19, 2022 at 11:30 a.m. at 401 N. Douty, St., Hanford. The Children's Storybook Garden & Museum will be hosting the**





Victorian afternoon Tea Fundraiser for on March 19, 2022 located at 175 E. Tenth Street, Hanford, cost is \$40 and doors open at 1:00 p.m. with tea time at 2:30 p.m. Hofmans' Nursery will hold a free Seminar for beginners to learn how to plant a vegetable garden on Saturday, March 26, 2022 at 9:00 a.m., located at 12491 Lacey Boulevard, Hanford. The Kings County Farm Bureau Wine & Beer Showdown fundraiser is scheduled for March 31, 2022, from 5:30 p.m. to 8:30 p.m. at the Hanford Civic Auditorium.

- ◆ Information on Future Agenda Items: Edward Hill stated that the following items would be on a future agenda: Administration – Appointment to the Kings County Fish & Game Advisory Committee and Appointment to the Kings County Museum Advisory Committee; Agriculture Department – cooperative Agreement with the California Department of Food and Agriculture for the county's pink bollworm cotton plowdown and free monitoring program; and consideration for signatory authority for invoices with the California Department of Food and Agriculture for the County's seed law enforcement program; County Counsel – Resolution to continue teleconferenced meetings under the provisions of Assembly Bill 361; Health Department - COVID-19 update, a personal services agreement with Accela Inc. for software hosting, consideration for a personal services agreement with SEP Technology Consulting, LLC for software data migration services, and recognizing March 24, 2022 as World Tuberculosis Day in Kings County; Public Works – a Local transportation funds claim resolution; Sheriff's Office—purchase of a Stryker Power-PRO XT Electric Gurney for Jail.

**VIII. CLOSED SESSION**

- ◆ Litigation initiated formally: Title: *Martin v. County of Kings, et al. 1:20-CV-00288-DAD-BAM* [Govt. Code Section 54956.9 (d)(1)]
- ◆ Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]  
 Negotiators: Edward Hill, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
  - Deputy Sheriff's Association
- ◆ Personnel Matter: [Govt. Code Section 54957]
  - Department Head Evaluations

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

**IX. ADJOURNMENT**

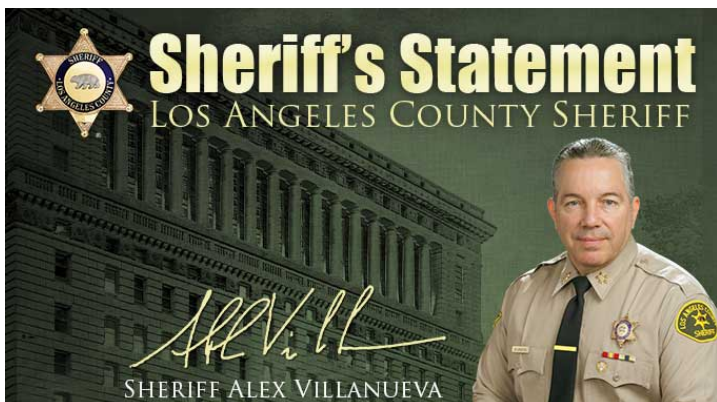
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LASD Chat



## **SHERIFF ANNOUNCES PERMANENT BAN ON ICE TRANSFERS**

There is no greater threat to public safety than a million undocumented immigrants who are afraid to report crime, out of fear of deportation and having their families torn apart. As the Sheriff of Los Angeles County, I am responsible for everyone's public safety, regardless of immigration status. I will not allow an entire segment of the population to be afraid to report crimes to law enforcement and be forced, again, back into the shadows.

On April 24, 2020, I placed a moratorium on transfers of qualified inmates from the nation's largest jail system to ICE during the COVID-19 pandemic. After learning of the pending litigation regarding the

conditions in the Adelanto/ICE detention facility and allegations of similar conditions at other ICE facilities, the moratorium will now be permanent and we will no longer transfer individuals to the custody of ICE based solely on a civil immigration detainer. In so doing, we have created a bright line between **LASD Chat** migration enforcement and local law enforcement in the most populous County in the nation.

This permanent ban was preceded by my categorical rejection of the State Criminal Alien Assistance Program (SCAAP) grant that essentially sold our undocumented inmate data base information for federal funds. This morally indefensible program netted \$122 million dollars for Los Angeles County from 2005 to 2018, at the expense of our immigrant community.

We will encourage ICE to use the constitutionally sound judicial warrant system, used by all other law enforcement agencies in the nation, to effect legal transfers from Los Angeles County to federal custody. The Sheriff's Department will also continue its work with the District Attorney's Office by providing the required assurances requested by ICE to ensure that those who have fled to other countries to avoid prosecution will return and stand trial. Violent criminals who prey on our law-abiding communities should be held fully accountable.

LASD Chat

# SIB Staff

ALL STORIES BY: SIB STAFF





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 22, 2022

**SUBMITTED BY:** Agriculture Department – Jimmy Hook/Lynda Schrupf

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

**SUMMARY:**

**Overview:**

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

**Recommendation:**

- a. Approve the Memorandum of Understanding with the California Department of Food and Agriculture for the County's Seed Law Enforcement Program retroactively effective July 1, 2021 through June 30, 2022.; and
- b. Authorize the Agricultural Commissioner to sign future invoices with the California Department of Food and Agriculture for reimbursement of costs associated with the County's Seed Law Enforcement Program for Fiscal Year 2021-2022.

**Fiscal Impact:**

Revenues of \$25,703 for this program are included in the Fiscal Year 2021-2022 adopted budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

**BACKGROUND:**

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

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

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

## **Agenda Item**

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

**March 22, 2022**

**Page 2 of 2**

Counties entering into a cooperative agreement with the Department of Food and Agriculture agree to monitor seed operations offering agricultural and vegetable seed for sale in their county. This is an ongoing program, however, the current FY agreement is not offered to Kings County until February 2022, because CDFA needs to finish computing the payment for the prior year's work. Reimbursement is prorated and dependent upon volume of seed inspected and the workload of all the counties.

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

**CALIFORNIA SEED LAW  
MEMORANDUM OF UNDERSTANDING  
Fiscal Year July 1, 2021 - June 30, 2022**

**County: Kings**

**MOU Ref No: 21-sd16**

As provided by section 52323 of the Food and Agricultural Code (FAC), this Memorandum of Understanding establishes an annual cooperative agreement for enforcement of the California Seed Law between the Agricultural Commissioner and the California Department of Agriculture (CDFA). Per section 52325, the Agricultural Commissioner agrees to maintain a compliance level on all seed in the county so that the statewide compliance is not less than eighty-five percent. This MOU includes the CACASA Seed Law Enhancement Program (SLEP), funded by Unclaimed Gas Tax, as approved by the Seed Advisory Board for FY20/21. The Agricultural Commissioner agrees to submit monthly reports of enforcement activities to CDFA so that CDFA can measure fulfillment of the terms of this MOU and monitor compliance to the seed law. Upon completion of the renewal cycle for firms obtaining authorization to sell seed, the Seed Services Program of CDFA will provide each Commissioner with a list of firms authorized to sell seed in their county. Each firm will be assigned units-of-activity for enforcement. Commissioners may request modification to the proposed units of activity and to the list of firms, or may simply accept the list. If new firms are discovered during the period of this MOU, the Commissioner may request that said firm(s) be added to the list and an appropriate number of units of activity for enforcement be assigned. Commissioners may not request additions to their list after April 15th of the fiscal year for which the MOU is intended.

The Commissioner may request reimbursement of expenses incurred from county staff participation at sampler training or California Seed Law training sponsored by the CDFA Seed Services Program. An invoice from the Commissioner for expenses incurred, including personnel costs, must be submitted to the CDFA Seed Services Program. These costs will be paid from the \$90,000 allocated for training from SLEP funds. All requests for reimbursement must be submitted as itemized invoices within 60 days of attendance at the training. Travel costs will be paid in accordance with the guidelines for travel expense claims in the requesting county.

The purchase of pre-approved seed sampling equipment will be reimbursed from the \$20,000 allocated for this purpose from SLEP funds. An invoice from the Commissioner for expenses incurred must be submitted to the CDFA Seed Services Program within 60 days of the equipment purchase.

Participation of county staff in seed complaint investigations will be reimbursed from the \$150,000 allocated for this purpose from SLEP funds. An invoice from the Commissioner for expenses incurred must be submitted to the CDFA Seed Services Program within 60 days of the completion of the investigation.

Upon successful completion of the terms of this MOU, (a) counties with no registered seed labelers may receive one hundred dollars (\$100) and (b) counties with registered seed labelers shall receive payments based upon their units of enforcement activity reported during the period of this MOU per section 52324. The rate of compensation per unit of activity shall be established by dividing the total statewide units of activity into \$120,000 minus the amount required for payments of \$100 to counties with no registered labelers. All counties conducting SLEP seed enforcement activities shall receive payments based on the reported inspection activities conducted during the period of this MOU, from the \$180,000 allocated for this program. **All enforcement activities must be reported by October 15th of the fiscal year following the stated period of this MOU.** If a county fails to submit a monthly report by October 15th of the year following the period of this MOU, CDFA will assume there were no enforcement activities to report for that month and will total the statewide units of enforcement activity (FAC 52324). **The Commissioner agrees that failure to submit monthly Report 6s by October 15<sup>th</sup> will affect the overall rate of compensation per unit of enforcement activity and will concomitantly affect the amount of proposed payment to the Commissioner's county.**

Once the rate per unit of activity has been determined, CDFA will send a summary of work completed and proposed payment to each county. The County Agricultural Commissioner or authorized Deputy Agricultural Commissioner must sign the proposed payment and return it to

**CALIFORNIA SEED LAW  
MEMORANDUM OF UNDERSTANDING  
Fiscal Year July 1, 2021 - June 30, 2022**

Amended 2/18/2022

CDFA Seed Services Program, at which time it will become a signed invoice requesting payment per statute (FAC 52323-52325) and/or with SLEP, if applicable. If the proposed payment is not received by the CDFA Seed Services Program within 45 days of arrival at the county, CDFA will assume that the county agrees with the proposed payment and will make payment per statute at the amount indicated in the proposed payment. CDFA will make payment in the fiscal year following the year of enforcement activity (FAC 52323).

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

**PERFORMANCE STANDARDS**

1. Inspection of premises and seed lots - One (1) or more inspections of each registered seed firm or distribution center on the County's Units of Activity List will be conducted. A list of all inspections completed, and the dates of inspection will be maintained by the county for two years after the fiscal year. A tally of completed inspections will be reported each month on the Report 6 form and submitted to the Seed Services Program of CDFA. Failure to perform an assigned premises inspection will result in a loss of compensation equivalent to three assigned label evaluations.
2. Label Evaluations – Each label from unique seed lots of firms on the county's list will be evaluated as a unit of activity and assigned a base rate of compensation per label. Quantities of labels evaluated beyond the number indicated on the units of activity list may be assigned a lesser rate of compensation per label. Labels will be evaluated for compliance to the California Seed Law (CSL) and relevant portions of the Federal Seed Act (FSA). Violations of the CSL or FSA will be reported immediately to CDFA Seed Services Program.
3. Commissioners that participate on Investigative Committees for seed complaints may claim up to nine units of activity for each seed complaint Investigative Committee they participate on.
4. Counties without a High-Risk Pest Exclusion contract will be compensated for visual inspections of imported seed shipments. Each shipment and all related seed lot labels will each be assigned one unit of activity. These activities will be paid from available SLEP funds allocated for this purpose.
5. Label Evaluation priority and limits- In order to assist the seed industry in achieving and maintaining compliance with the California Seed Law, the following priorities have been developed for the Agricultural Commissioner. The limits indicated are relevant to extra labels that might be evaluated by a county.
  - a) Agricultural and vegetable seed grown, conditioned, packaged, or repackaged at local operations.
  - b) Agricultural and vegetable seed of kinds utilized by farm plantings within the County.
  - c) Grass (lawn) seed kinds are limited annually to not more than fifteen (15) labels from any one Distribution Center, and not more than five (5) labels of grass seed offered for sale by retail merchants for nonfarm use.
  - d) Agricultural, vegetable and grass seed labels on seed identified in Warning Hold Notices (Form 66-008) issued by CDFA Border Protection Stations will count as extra labels evaluated unless they are counted towards the required amounts on the units of activity list. See Report 6 instructions for proper reporting of labels related to 66-008 Inspections.
  - e) Stop-sale orders may be issued on seed containers labeled incorrectly or incompletely at inspection time. Stop-sale orders are encouraged on seed labeled by firms not authorized to sell seed in California.

This Memorandum of Understanding must be signed and returned to the Department within 60 days of receipt and shall continue to, and terminate on, the 30th day of June 2022.



**CALIFORNIA SEED LAW  
MEMORANDUM OF UNDERSTANDING  
Fiscal Year July 1, 2021 - June 30, 2022**

**County: Kings**

**MOU Ref No: 21-sd16**

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

Agricultural Commissioner,  
Kings County

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Additional endorsements/approvals if needed.

County of Kings:

County of Kings:

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

County of Kings

County of Kings:

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

Signed copies should be sent to:

California Dept. of Food and Agriculture  
Attn: Brenda Lanini - Seed Services Program  
1220 N Street  
Sacramento, CA 95814  
SeedServices@cdfa.ca.gov

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

Thank you

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

<b>Firm</b>	<b>Location</b>	<b>Type</b>	<b>No. of Seed Lots to Eval.</b>	<b>No. of Premises Inspections</b>	<b>Please Note</b>
Evangelho Seed Company Inc	Lemoore	Dealer	2	1	
JG Boswell Company	Corcoran	Labeler	12	1	
Olam West Coast, Inc.	Hanford	Labeler	2	1	
Stacy Seeds	Kettleman City	Dealer	2	1	
Zanola Bill B, Inc.	Stratford	Labeler	6	1	

**21/22 PROPOSED PERFORMANCE STANDARDS FOR KINGS COUNTY**

Number of unique seed lots that must have labels evaluated*	<u>24</u>	<i>Note: Your MOU for last year had: 33 unique labels to evaluate 7 premises to inspect</i>
Number of premises inspections to conduct*	<u>5</u>	

*Payment for the proposed work will be made in FY 21-23\* and will be calculated using the reported units of activity. A reduction in assigned or reported units of activity may result in a reduction in payment. For points of reference, your county was paid the following amounts for seed-law work in recent years.*

*Payment for work in FY 17-18 was \$4,819.08      Payment for work in FY 19-20 was \$5,418.02*

*Payment for work in FY 18-19 was \$5,330.43      Payment for work in FY 20-21 was \$25,703.00*

*\*Work performed in 21-22 will be tallied after Oct. 2022 and payment will be made in FY 22-23 per statute.*

**FIRM = Facility registered to label and or sell seed, or a major distribution center.**  
**TYPE = Types of seed operations are as follows:**

*Labeler - attaches label and offers seed for sale in California*  
*Dealer - sells seed but does not attach his or her own label.*  
*NE - nursery exempt. Authorized to sell seed under nursery license.*



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 22, 2022

**SUBMITTED BY:** Agriculture Department – Jimmy Hook/Lynda Schrupf

**SUBJECT:** COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE PINK BOLLWORM COTTON PLOWDOWN AND HOST-FREE MONITORING PROGRAM

**SUMMARY:**

**Overview:**

The Agricultural Commissioner–Sealer provides services, in cooperation with the California Department of Food and Agriculture, to enforce the Pink Bollworm Cotton Plowdown and Host-Free Monitoring Program. This Cooperative Agreement continues the County’s enforcement of the program, which expires June 30, 2022.

**Recommendation:**

**Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Pink Bollworm Cotton Plowdown and Host-Free Monitoring Program retroactively effective November 1, 2021 through June 30, 2022.**

**Fiscal Impact:**

There is no impact to General Fund. Revenue of \$7,656 for this program is included in the FY 21/22 Adopted Budget, in Budget Unit 260000, Account 81512000 (State Aid-Agriculture).

**BACKGROUND:**

The Cooperative Agreement is for the County’s enforcement of the cotton plowdown and monitoring of the pink bollworm host-free period. The Department will survey all cotton growing areas in the county for compliance with cotton plowdown regulations, and will monitor the pink bollworm host-free period for cotton from December 20, 2021 through March 10, 2022. The term of this Agreement is from November 1, 2021 through June 30, 2022. This is an ongoing program of which a verbal confirmation was received, because the current FY agreement was not offered to Kings County until March 4, 2022, due to internal delays at the California Department of Food and Agriculture. The Cooperative 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 \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

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

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

**21-0680-000-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: November 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$7,656.12

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  
Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 4 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 93230-5923

**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:  
Survey all cotton growing areas in the county to enforce plowdown and host-free compliance to cotton growers and enforce any special permits issued by the Secretary, which are relevant to plowdown compliance and/or the host-free period according to provisions of the California Food and Agricultural Code, Sections 5404, 5552, 5553, 5781 through 5784, 5786 and Title 3, California Code of Regulation (CCR) Sections 3590 and 3595; and Title 3, CCR, Section 3154.

Project Title: Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Emily Schoenborn	Name: Jimmy Hook
Division/Branch: PHPPS/Integrated Pest Control	Organization: COUNTY OF KINGS
Address: 3294 Meadowview Road	Address: 680 N Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95832	City/State/Zip: Hanford, CA 93230-5923
Phone: 559-805-3192	Phone: 559-852-2830
Email Address: emily.schoenborn@cdfa.ca.gov	Email Address: jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Davis Tran	Name:
Division/Branch: PHPPS/Integrated Pest Control	Organization:
Address: 3294 Meadowview Road	Address:
City/State/Zip: Sacramento, CA 95832	City/State/Zip:
Phone: 916-926-9818	Phone:
Email Address: davis.tran@cdfa.ca.gov	Email Address:
	<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
	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](mailto: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 enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

#### **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. 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. If mileage is a reimbursable expense, 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**  
**Kings County Agricultural Commissioner**  
**Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program**  
**Fiscal Year 21/22. Grant Term: 11/01/21 through 06/30/22**

**AGENCY RESPONSIBILITY**

**Section 1. California Department of Food and Agriculture (CDFA), Pink Bollworm (PBW) Program will:**

- A. Provide cotton acreage maps describing the location of known cotton fields to aid in plowdown/host-free period compliance monitoring by November 15, for Districts 2, 3, and 4, San Joaquin Valley (SJV) or the County Agricultural Commissioner (CAC) can utilize their computerized pesticide use report registration data for determining field location.**
- B. Provide the cotton acreage figures as the basis for the established \$0.18 per acre funding level for their program. Acreage figures will be provided by the CDFA as determined by the PBW mapping program.**
- C. Provide technical assistance and training to CAC's office personnel, as requested, on how to achieve and maintain the cotton host-free period.**
- D. Provide a list of current year and prior year PBW native find sites by county, township-range and section to the CAC.**
- E. In the SJV, monitor all cotton fields in each county in which native PBW life forms have been found during the current cotton-growing season.**
- F. When feasible, conduct quality control checks on host-free period program. Contact person: Emily Schoenborn, Environmental Scientist, CDFA, 2895 North Larkin Avenue, Suite A. Fresno, CA 93727, Phone (559) 805-3192, Fax (661) 399-1601.**

**Section 2. The County Agricultural Commissioner will:**

- A. Survey all cotton growing areas in his or her county and enforce plowdown and host-free compliance according to provisions of the California Food and Agricultural Code, sections 5404, 5552, 5553, 5781 through 5784, 5786 and Title 3, California code of Regulation (CCR), sections 3590 and 3595. Plus enforce any Special Permits issued by the Secretary under Title 3, CCR, Section 3154, which are relevant to plowdown compliance and/or the host-free period.**
- B. Reporting Requirements: Within 15 days after the plowdown date for each respective district, make a report to the CDFA, PBW Program, on the status of plowdown compliance in each county. Continue to submit monthly reports on the status of plowdown compliance and maintenance of the host-free period intervals until the cotton planting dates have been reached. Information on all fields not in compliance or under action and any penalties or fines levied should be included in the monthly reports.**

**A final status report will be submitted with the invoice for a lump-sum payment.**

**KINGS COUNTY  
AGRICULTURAL COMMISSIONER**

**Pink Bollworm Program  
Cotton Plowdown & Host-free Monitoring**

**Fiscal Year 2021/2022**

**Grant Term:  
November 1, 2021 through June 30, 2022**

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**FISCAL DISPLAY / BUDGET SHEET**

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<u>Cotton Acreage</u>	<u>Cost Per Acre</u>	<u>Amount</u>
42,552	\$0.18	\$ 7,659.36



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 22, 2022

**SUBMITTED BY:** Public Works Department – Dominic Tyburski/Rhonda Mann

**SUBJECT:** LOCAL TRANSPORTATION FUNDS CLAIM RESOLUTION

**SUMMARY:**

**Overview:**

The Public Works Department is requesting your Board’s approval of a Resolution stating there are no unmet transportation needs in Kings County based on findings made by the Kings County Area Public Transit Agency (KCAPTA), of which the County is a member agency. Approval to submit the claim form for these funds is also requested.

**Recommendation:**

- a. Adopt the Resolution stating there are no unmet transit needs in Kings County; and
- b. Authorize the Public Works Director to sign the claim form.

**Fiscal Impact:**

This action will provide \$942,171 in revenue for the Road Maintenance Fund, Budget Unit 311000, for Fiscal Year 2022-2023. This is the County’s share of the available funding for road maintenance and construction after funding for transit related programs have been allocated. The total estimated Local Transportation Fund (LTF) allocation for Fiscal Year 2022-2023 is \$5.8 million. Anticipated allocations are as follows:

(Cont’d)

Fund Share	Amount To Be Claimed or Available
Pedestrian and Bicycle Facilities	\$ 116,000 (available)
Transportation Planning Costs for Kings County Association of Governments	\$ 123,000

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

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

# Agenda Item

## LOCAL TRANSPORTATION FUNDS CLAIM RESOLUTION

March 22, 2022

Page 2 of 3

Public Transit (Kings Area Rural Transit)	\$ 1,700,000
Transportation Services (Avenal)	\$ 4,000
Public Transit (Corcoran)	\$ 667,030
Transportation Services (Corcoran)	\$ 95,000
Remaining Amount Available for Streets and Roads (Distributed by Population)	
City of Avenal	\$ 360,139
City of Corcoran	\$ 0*
City of Hanford	\$ 1,280,099
City of Lemoore	\$ 628,561
Kings County	\$ 942,171

\*City of Corcoran uses the amount available for streets for public transit.

### **BACKGROUND:**

The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans.

The TDA established two funding sources: the LTF and the State Transit Assistance (STA) fund. Providing certain conditions are met, counties with a population under 500,000 (according to the 1970 federal census) may use the LTF for local streets and roads to conduct various construction and maintenance related projects. The STA funding can only be used for transportation planning and mass transportation purposes.

The LTF is derived from a ¼ cent of the general sales tax collected statewide. The State Board of Equalization, based on sales tax collected in each county, returns the general sales tax revenues to each county's LTF. Each county then apportions the LTF funds to each qualifying agency within the county based on population.

KCAPTA must hold at least one annual public hearing for the purpose of soliciting comments on the unmet transit needs that may exist within the jurisdiction, which might be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services. The definition adopted by KCAPTA by resolution for "unmet transit needs" states that such a need "at a minimum, exists where local residents do not have access to private vehicles or other forms of transportation, due to age, income, or handicap, for the purpose of traveling to medical care, shopping, social/recreational activities, education/training, and employment." KCAPTA has also adopted a definition of "reasonable to meet" by resolution which contains eight (8) criteria to be taken into consideration. It is not common for KCAPTA to find such unmet needs that reach the threshold of being reasonable to meet that would have a significant impact on funding for road projects. The fact that an identified transit need cannot be fully met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet.



## **Agenda Item**

### **LOCAL TRANSPORTATION FUNDS CLAIM RESOLUTION**

**March 22, 2022**

**Page 3 of 3**

Comparing unmet transit needs with the needs for streets and roads is not allowable in determining transit needs that are reasonable to meet.

The funding distributed to the County (\$942,171) will go to the Road Fund and will be available for road maintenance and construction.

Because of the various timelines required to be met by KCAPTA, the cities, and the County, this Resolution is being presented based on the strong assumption that the KCAPTA governing board will find that there are no unmet transit needs which are reasonable to meet after it holds two public hearings. The first was held on February 23, 2022. Said public hearing is held by KCAPTA on behalf of the County. If changes to the funding allocations shown above are required based on comments received during the public hearings, an amendment to this Resolution will be brought to your Board for consideration.

The Resolution has been reviewed by County Counsel as to form.



February 28, 2022

Dominic Tyburski  
County of Kings Public Works  
1400 W. Lacey Blvd.  
Hanford, CA 93230

**Subject: FY 2022-23 Transportation Development Act Fund Claims**

Dear Dominic:

This letter is to advise claimants of Transportation Development Act (TDA) funds of their area apportionments of the Local Transportation Fund (LTF) for FY 2022-23.

The estimate of funds available for apportionment is provided by the Kings County Auditor and is apportioned based on population percentages of each jurisdiction, from the most current Department of Finance population estimate.

Attached is a summary of the "Estimated FY 2022-23 Transportation Development Act Shares". Please note that the population percentages will be adjusted when the Department of Finance estimates are released on May 1st. Minor adjustments are also expected as the final budgets for KCAG and Kings County Area Public Transit Agency (KCAPTA) are adopted.

Provided are claim forms for Article 3 and Article 8 funds and a copy of KCAG Resolution No. 224 describing the procedure for the submission of claims. All required attachments must be submitted with your Article 3 and Article 8 claims. Please note the requirement to conduct a public hearing for the purpose of soliciting comments on any unmet transit needs that may exist within your jurisdiction. KCAPTA has conducted a public hearing on your agency's behalf on February 23, 2022. A copy of KCAG Resolution No. 99-06 describing the definitions of "unmet transit needs" and "reasonable to meet" is included.

Please mail your original signed and completed claim forms **no later than April 1, 2022 before 5:00 p.m. to KCAG, Attn: Teresa Nickell.** State law requires that the claims be filed with the RTPA before that time.

If you have any questions or need assistance in this matter, please call me at your convenience at (559) 852-2657.

Sincerely,

KINGS COUNTY ASSOCIATION OF GOVERNMENTS  
Terri King, Executive Director

Teresa Nickell, Regional Planner

**ESTIMATED FY 2022-23  
TRANSPORTATION DEVELOPMENT ACT SHARES**

FY 2022-23 LOCAL TRANSPORTATION FUND SHARES	AMOUNT CLAIMED	AMOUNT REMAINING	
1. Estimate of LTF for Fiscal Year 2022-23 by Kings County Auditor pursuant to Section 6620 of the California Administrative Code:		\$5,800,000	
2. Article 3, Pedestrian and Bicycle Facilities:	\$116,000 (amount available)	\$5,800,000	
AMOUNT			
Claimed to date	\$0		
3. Shares of remaining LTF based on the Department of Finance population estimate as of May 1, 2021:		\$5,800,000	
AGENCY	POPULATION*	PERCENTAGE	SHARE
Avenal	12,354	8.0987%	\$469,725
Corcoran	20,476	13.4231%	\$778,540
Hanford	59,981	39.3207%	\$2,280,600
Lemoore	26,809	17.5747%	\$1,019,333
Kings Co.	32,923	21.5828%	\$1,251,802
TOTAL	152,543	100.0000%	\$5,800,000
4. LTF Administration and Article 8 Transportation Planning cost for KCAG:	\$123,000	\$5,677,000	
AGENCY	PERCENTAGE	SHARE	
Avenal	8.0987%	\$9,961	
Corcoran	13.4231%	\$16,510	
Hanford	39.3207%	\$48,365	
Lemoore	17.5747%	\$21,617	
Kings Co.	21.5828%	\$26,547	
TOTAL	100.0000%	\$123,000	
5. Article 4, Public Transit, KART (Not Shared by Corcoran):	\$1,700,000	\$3,977,000	
AGENCY	PERCENTAGE (Based on Pop. & Hrs. of Service)	SHARE	
Avenal	5.6250%	\$95,625	
Corcoran	0.0000%	\$0	
Hanford	56.0080%	\$952,136	
Lemoore	21.7150%	\$369,155	
Kings Co.	16.6520%	\$283,084	
TOTAL	100.0000%	\$1,700,000	
6. Article 8, Transportation Services and Planning, City of Avenal: (From Avenal's Share)	\$4,000	\$3,973,000	
AGENCY	SHARE		
Avenal	\$4,000		
7. Article 4, Public Transit, Corcoran Dial-A-Ride: (From Corcoran's Share)	\$667,030	\$3,305,970	
AGENCY	SHARE		
Corcoran	\$667,030		
8. Article 8, Transportation Services: (From Corcoran's Share)	\$95,000	\$3,210,970	
AGENCY	SHARE		
Corcoran KART tickets	\$5,000		
Corcoran Amtrak tickets	\$90,000		
9. Remaining Article 8 shares for streets and roads. (By population % shown in item #3 above):	\$3,210,970	\$0	
AGENCY	SHARE		
Avenal	\$360,139		
Corcoran	\$0		
Hanford	\$1,280,099		
Lemoore	\$628,561		
Kings Co.	\$942,171		
TOTAL	\$3,210,970		
Estimated FY 2022-23 LTF:	\$5,800,000		

\* Based on 2021 Department of Finance estimates released on May 1, 2021

**REQUEST FOR TDA FUNDS**

**PEDESTRIAN AND BICYCLE FACILITIES  
ARTICLE 3**

FISCAL YEAR: 2022-23

TO: Kings County Association of Governments

FROM CLAIMANT: Kings County  
1400 W. Lacey Blvd.  
Hanford, CA 93230

These funds are designated for the development of facilities for the exclusive use of pedestrians and bicyclists. They are allocated without respect to the apportionment of Article 4 or Article 8 funds. The amount of funds estimated to be available for this purpose is \$ 116,000.

I. SUMMARY OF PROJECT:

Briefly describe how you intend to use the requested funds and include an explanation of how this project will enhance commuting and/or recreational needs. How many people will benefit? Include a map if appropriate. Is this a new project or is it upgrading existing facilities?

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II. BUDGET INFORMATION:

Funding

TDA: .....	\$ _____
Local funds committed, if any .....	\$ _____
Federal Funds: .....	\$ _____
State Funds: .....	\$ _____
Other: _____ .....	\$ _____
Total cost of project: .....	\$ _____
Expenditures to date: .....	\$ _____

III. What steps have been taken to ensure that this project will continue to be funded and/or maintained after it has been implemented?

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IV. Describe your efforts to coordinate this project with other community agencies, citizens, etc. (Is this project included as a portion of a plan?)

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V. Explain what previous steps have been taken to promote the public's awareness of the benefits of non-motorized methods of transportation such as education programs or emphasis on safety requirements?

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VI. What is the time schedule for project completion?

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VII. Additional comments?

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VIII. Attach a signed resolution or minute order from your City Council or Board of Supervisors authorizing this request as Attachment "A".

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

**CLAIM FOR TDA FUND**

**OTHER CLAIMS  
ARTICLE 8**

1. Claimant: County of Kings Public Works  
1400 W. Lacey Blvd.  
Hanford, CA 93230
2. Claim for FY 2022-23
3. Amount of Apportionment (estimate): 21.5828% \$ 1,251,802
4. Purpose for which claimed funds will be used:
- |   |                   |
|---|-------------------|
| Article 8, Section 99400(a), Local Street and Roads.        | \$ <u>942,171</u> |
| Article 8, Section 99400(c), Transportation Services.       | \$ <u>0</u>       |
| Article 8, Section 99233.1 and 99402, Planning.             | \$ <u>26,547</u>  |
| Article 8, Section 99234.9, Rail Passenger Service Projects | \$ <u>0</u>       |
5. NOTE: KCAPTA will Claim \$ 283,084 through Article 4.
6. Has your governing body conducted a public hearing for the purpose of soliciting comments on the unmet transit needs that may exist within your jurisdiction?
- NO \_\_\_\_\_ YES \_\_\_\_\_
7. Has your governing body passed a resolution in which the finding was made that there are no areas within your jurisdiction with unmet public transit needs which could reasonably be met by expansion of existing transportation systems or by establishing a new system?
- NO \_\_\_\_\_ YES \_\_\_\_\_

Include a copy of that resolution and documentation of the finding, including evidence and information that provides the basis for the finding, and designate it as "Attachment B".

8. Has your governing body passed a resolution authoring the person whose signature appears below to submit this claim?

NO \_\_\_\_\_

YES \_\_\_\_\_

9. Proposed road maintenance and construction budget for the fiscal year of this claim:

\$ \_\_\_\_\_

Include a list of road maintenance and construction projects for which the funds are requested and designate it as "Attachment C".

10. Has your governing body certified environmental documents for projects to be funded by this claim?

NO \_\_\_\_\_

YES \_\_\_\_\_

11. \_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

Payment for projects approved by KCAG will be made to Claimant as money is available for distribution in Claimant's account.

BEFORE THE KINGS COUNTY ASSOCIATION OF GOVERNMENTS  
TRANSPORTATION POLICY COMMITTEE

\*\*\*\*\*

IN THE MATTER OF DEFINING )  
THE TERMS "UNMET TRANSIT )  
NEED" AND "REASONABLE )  
TO MEET" )

RESOLUTION NO. 99-06

RE: TDA DEFINITIONS

**WHEREAS**, the California Transportation Development Act of 1971 established the Local Transportation Fund (LTF), which is administered by the Kings County Association of Governments (KCAG) Transportation Policy Committee (TPC); and

**WHEREAS**, pursuant to Public Utilities Code, Section 99401.5 (c), prior to making any allocation of LTF money not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, KCAG must define the terms "unmet transit need" and "reasonable to meet". The definition adopted by the transportation planning agency for the terms "unmet transit needs" and "reasonable to meet" shall be documented by resolution or in the minutes of the agency; and

**WHEREAS**, pursuant to the 1998 Kings County Transit Development Plan, countywide definitions for the terms "unmet transit need" and "reasonable to meet" have been established.

**NOW, THEREFORE, BE IT RESOLVED**, that the Kings County Association of Governments Transportation Policy Committee defines the term "unmet transit need" and "reasonable to meet" as follows:

- a) "Unmet transit need", at a minimum, exist where local residents do not have access to private vehicles or other forms of transportation, due to age, income, or handicap, for the purpose of traveling to medical care, shopping, social/recreational activities, education/training and employment.
- b) It is "reasonable to meet" the above needs if the proposed or planned service can be operated while maintaining, on a system wide basis, the adopted service goals for that type of service and meet the following criteria:
  - 1) New, expanded, or revised transit service, if implemented or funded, would not cause the operator to incur expenditures in excess of the maximum amount of Transportation Development Act funds available to Kings County.
  - 2) The proposed transit service does not duplicate transit services currently provided by either public or private operators.
  - 3) The proposed transit service has community support from the general public, community groups and community leaders.
  - 4) New, expanded, or revised transit service, if implemented or funded, would allow the responsible operator to meet the TDA required rural area farebox and revenue ratio of 10% for the overall system.
  - 5) There is supporting data to indicate sufficient ridership potential for the new, expanded, or revised service.
  - 6) Implementation of the new, expanded, or revised transit service should achieve or be moving toward the goals outlined in the Kings County Transit Development Plan for a comparable type of service. Services not meeting the goals should be evaluated on a yearly basis to determine if modifications or cancellation of service should be implemented.



BEFORE THE KINGS COUNTY REGIONAL PLANNING AGENCY  
TRANSPORTATION POLICY COMMITTEE

\* \* \* \* \*

IN THE MATTER OF RESCINDING ) RESOLUTION NO. 224  
RESOLUTION NO. 11, AND ADOPTING )  
NEW RULES AND REGULATIONS FOR )  
THE ADMINISTRATION OF THE LOCAL ) RE: LTF RULES AND  
TRANSPORTATION FUND ) REGULATIONS

WHEREAS, Section 99261 of the Public Utilities Code states that the transportation planning agency may adopt rules and regulations supplemental to and consistent with, those of the California Department of Transportation to further delineate procedures for the submission of Local Transportation Fund (LTF) claims and stating criteria by which they will be analyzed and evaluated; and

WHEREAS, the Kings County Regional Planning Agency, Transportation Policy Committee adopted Resolution No. 11 in 1973, which established rules and regulations for the administration of the LTF; and

WHEREAS, changes in the use of the LTF since 1973 necessitates a change in the rules and regulations for the administration of the LTF.

NOW, THEREFORE, BE IT RESOLVED, that the Kings County Regional Planning Agency, Transportation Policy Committee rescinds Resolution No. 11 and adopts the following rules and regulations for the administration of the Local Transportation Fund:

Priority of Claims - Shall be as prescribed by State Law.

Form of Application - May be a letter request or submitted on the claim forms provided by the regional transportation planning agency.

Public Hearing Requirement - Each claimant requesting funds not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, must conduct a public hearing for the purpose of soliciting comments on the unmet transit needs that may exist within the jurisdiction of the claimant and that might be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services, or by expanding existing services.

Notice of the hearing, including the date, place, and specific purpose of the hearing shall be given at least 10 days in advance through publication in a newspaper of general circulation and posted at the location of the hearing. The claimant shall also send written notification to those persons and organizations which have indicated an interest in the subject of the hearing.

2. A budget or proposed budget for the fiscal year of the claim.
3. A statement of projected or estimated revenues and expenditures for the prior fiscal year.
4. Budget information to show that the claimants proposed total expenditure of the funds received under this Article by an operator does not in any year exceed 50 percent of the amount required to meet operating, maintenance, and capital and debt service requirements of the system after deduction of approved federal grants estimated to be received and funds estimated to be allocated from the State Transit Assistance (STA) fund.
5. A statement identifying and substantiating the reason or need for an increase in operating budget in excess of 15 percent above the preceding year or a substantial increase or decrease in the scope of operating or capital budget provisions for major new fixed facilities.
6. If applicable, a request for a commitment for a long term capital outlay and if the funds are to be reserved in the LTF for that purpose.
7. Operating statistics for the prior fiscal year including total number of passengers, vehicle service hours, vehicle service miles, operating cost, and fares.
8. Operating and budget information to determine the operators' eligibility for State Transit Assistance (STA) Funds, including total fares and total revenue vehicle hours in the budget year of the claim and in the previous year.
9. A statement that the operator has maintained for the fiscal year the required ratio of fare revenues to operating cost of at least equal to one-tenth for nonurbanized area operators.
10. A statement that the operator does not routinely staff a vehicle designed to be operated by one person, with two or more persons.
11. A certification by the California Highway Patrol verifying that the operator is in compliance with Section 1808.1 of the Vehicle Code, which has been completed within the last 13 months prior to the filing of the claim.
12. A review of how the operator has made reasonable efforts to implement improvements recommended by either the Productivity Improvement Committee or Triennial Performance Audit.

Interest Earned - Shall remain in the Local Transportation Fund.

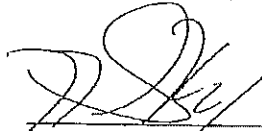
Time of Application - Shall be prior to 90 days before the beginning of the fiscal period of allotment.

Allocations - Will be granted by July 1st of the fiscal period of allotment. The statement of allocation will be given to the applicant, the County Treasurer, and the County Auditor. The Auditor shall make proportional payments to those applicants with statements of allocation at quarterly intervals during the fiscal year. Should State allocations for the fiscal period exceed the total amount of approved annual claims, the excess funds shall be allocated to the applicants on the proportional basis used to determine the applicants' maximum annual claims, on the condition that the applicants' total expenditures for the fiscal period for transportation system projects of maintenance and construction purposes shall be at least twice the total allocation received. Should the State allocations for the fiscal period be less than the total amount of approved annual claims, the applicants' approved annual claims shall be reduced on the proportional basis used to determine the applicants' maximum annual claims.

The foregoing Resolution was adopted on a motion by Commissioner Luis, seconded by Commissioner Buford, at a regular meeting held on the 20th day of February 1991, by the following vote:

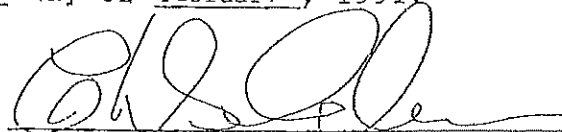
AYES: Luis, Buford, Hammond, McCuen, Kinney  
NOES: None  
ABSTAIN: None  
ABSENT: Hansen

KINGS COUNTY REGIONAL PLANNING AGENCY  
TRANSPORTATION POLICY COMMITTEE



Nick Kinney, Vice Chairman

WITNESS, my hand this 20th day of February, 1991.



Charles Gardner, Executive Secretary





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 22, 2022

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** ELECTRIC GURNEY FOR JAIL

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office requests authorization to purchase one Stryker Power-PRO XT gurney for the Jail facility.

**Recommendation:**

- a. Authorize the Sheriff's Office to purchase one (1) Stryker Power-PRO XT electric gurney for the Jail medical triage area; and
- b. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

The full cost of the gurney, estimated with tax and shipping at \$18,500, will be paid out of the Sheriff's Detentions budget and reimbursed by the COPS Fund 100804.

**BACKGROUND:**

The Kings County Jail has a Medical Unit. The existing gurney in the Jail Medical triage area is broken. The old gurney was a manual gurney and required staff to do a lot of manual labor and lifting, especially when there was an inmate on the gurney. The requested new gurney is powered which will reduce the chance of injury to the staff during use.

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 22, 2022

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** AUTHORIZE SHERIFF'S OFFICE STAFF TIME AND COUNTY RESOURCES TO ASSIST WITH THE CALIFORNIA STATE SHERIFFS' ASSOCIATION ANNUAL CONFERENCE

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office requests authorization to utilize staff time and County resources to assist with the California State Sheriffs' Association Annual conference.

**Recommendation:**

Authorize the Kings County Sheriff's Office to utilize staff time and resources to assist with the California State Sheriffs' Association conference.

**Fiscal Impact:**

Any costs associated to support the California State Sheriffs' Association conference will be funded by the Sheriff's Operations budget. The total staffing time is not to exceed \$17,000 and will be absorbed within the current adopted FY 21/22 adopted budget Sheriffs budget.

**BACKGROUND:**

For the last 127 years the California State Sheriffs' Association (CSSA) has held an annual conference at various counties within California. The CSSA has selected the Tulare County Convention Center for this year's annual conference to be held from April 24, 2022 to April 27, 2022. This will be the first time the conference will be held in Kings and Tulare Counties. The conference is being jointly hosted by the Kings County Sheriff's Office (KCSO) and the Tulare County Sheriff's Office. There will be breakout sessions held in other locations in Tulare County and Kings County with the Tulare County Sheriff's Office responsible for funding in their county.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **AUTHORIZE SHERIFF'S OFFICE STAFF TIME AND COUNTY RESOURCES TO ASSIST WITH THE CALIFORNIA STATE SHERIFFS' ASSOCIATION ANNUAL CONFERENCE**

**March 22, 2022**

**Page 2 of 2**

The CSSA was formed with the purpose of sharing resources, information, and providing assistance to the 58 County Sheriff's Offices and other public safety partners, thus enabling them to improve the delivery of law enforcement services to the citizens of California. CSSA also functions as a legislative watchdog for law enforcement on public safety issues.

The 128th Annual CSSA conference will gather all 58 California Sheriffs, their management staff, other law enforcement personnel, politician, office of emergency services, and government officials together to discuss state policies and procedures, emergency/mutual aid services, and bring new ideas for public safety to the discussion table. Many vendors from across the world bring their products and services to display and promote at the event.

As one of the hosting agencies, the KCSO is partially responsible for 24/7 dignitary and site protection. KCSO is responsible for all security and protection for events held within Kings County. There is no known threat, but this conference and the activities provide a venue for terrorists to inflict significant casualties, cause economic damage and instill fear. The participation of world, national, state and local participants at the conference adds to its attractiveness as a target. The possible presence of media and live coverage of the conference can generate instant and widespread publicity thereby maximizing the impact of an attack.

KCSO is seeking authorization from the Board to provide organizational assistance and security at the CSSA conference to include security sweeps and camera and personnel placement to access controls. KCSO will ensure the law enforcement needs of the County take precedence over any activities performed at the conference.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 22, 2022

**SUBMITTED BY:** Administration – Edward Hill

**SUBJECT:** APPOINTMENTS TO THE KINGS COUNTY FISH & GAME ADVISORY COMMITTEE

**SUMMARY:**

**Overview:**

When a vacancy occurs on any board, commission, or committee over which a legislative body has appointing power, a vacancy notice shall be posted in the office of the clerk of the local agency and the local library before an appointment can be made. The legislative body shall not make a final appointment for at least 10 working days after the posting of a vacancy notice. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments. Currently, there are two vacated seats for the Kings County Fish & Game Advisory committee they have received one application.

**Recommendation:**

Appoint one member to the Kings County Fish & Game Advisory Committee.

**Fiscal Impact:**

None.

**Advisory Board Statement:**

The Kings County Fish & Game Advisory Committee coordinator is recommending the appointment of Kyle Hathaway today.

**BACKGROUND:**

The function of this Committee is to advise and report to the Board of Supervisors on fish and game issues relating to Kings County.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **APPOINTMENTS TO THE KINGS COUNTY FISH & GAME ADVISORY COMMITTEE**

**March 22, 2022**

**Page 2 of 2**

Criteria for appointment if a vacancy occurs: Applicants must reside in Kings County. The Committee consists of ten members in total; one primary member appointed by each of the five (5) Supervisors and one alternate member appointed by each of the five (5) Supervisors. Both the alternate and primary for each seat will have the same term expiration. A member appointed by a particular Supervisor need not reside in that Supervisor's district and it is not required that there be an Advisory Committee member from each Supervisorial District.

#### **Applications received:**

Kyle Hathaway – Seat #1 Alternate

Filed with the Kings County  
Clerk of the Board

FEB 23 2022

Received by:  
*Albadasi*

KINGS COUNTY BOARD OF SUPERVISORS  
COMMITTEE APPLICATION FOR APPOINTMENT

ATTN: CLERK OF THE BOARD

KYLE HATHAWAY  
[REDACTED]  
HANFORD, CA 93230

KINGS COUNTY BOARD OF SUPERVISORS  
COMMITTEE APPLICATION FOR APPOINTMENT

Filed with the Kings County  
Clerk of the Board

FEB 23 2022

I hereby express an interest in being nominated for membership on the following

Board: FISH & GAME ADVISORY COMMITTEE

Received by:  
D. Budas

Name: Kyle Hathaway

Address: [REDACTED] Telephone: [REDACTED]

City/St/Zip: HANFORD/CA/93230 Date of Birth: [REDACTED]

Email: [REDACTED]

Length of Residency in Kings County: 26 years

Supervisory District: 3

Occupation: POLICE ACADEMY STUDENT (IN PROGRESS)

Education: BACHELOR'S DEGREE: POLITICAL SCIENCE.

ASSOCIATE'S DEGREES: FIRE TECHNOLOGY AND  
LAW ENFORCEMENT.

Membership on other Boards/Commissions: \_\_\_\_\_

Affiliations: \_\_\_\_\_

Reason(s) for seeking appointment: I wish to assist in advising  
and reporting to the Board of Supervisors on fish & game issues.

Kyle Hathaway  
Signature of applicant

Return completed form to:

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

For inquiries on the application process: (559) 852-2362

# California State University, Chico

The Trustees of  
The California State University  
upon recommendation of the Faculty have conferred upon

**Kyle Robert Hathaway**

the degree of  
**Bachelor of Arts**  
in  
**Political Science**

With all rights and privileges pertaining thereto.

Awarded at Chico, California on this thirty-first day of May in the year two thousand and eight.



*Arnold Schwarzenegger*

Governor of California  
President of the Trustees

*Robert A. Finkenberg*

Chair  
Board of Trustees

*Charles B. Reed*

Chancellor  
The California State University

*Mark J. ...*

President  
California State University, Chico



# Santa Rosa Junior College

Upon recommendation of the Faculty,

The Board of Trustees of Sonoma County Junior College District  
has conferred upon

**Kyle Robert Hathaway**

the Degree of

**Associate in Science**  
Fire Technology

with all Rights, Benefits, Privileges and Responsibilities appertaining thereto.

Given this twenty-second day of May, two thousand and ten.

*Robert F. Guelle*  
Superintendent, President

*Barbara A. Lister*  
Academic Senate President



*Richard W. Call*  
President of the Board

*Anita Relegasini*  
Clerk of the Board

Upon recommendation of the Faculty of the

# College of the Sequoias

and under authorization granted by the Board of Governors of the  
California Community Colleges

the degree of

## Associate of Science

Administration of Justice - Law Enforcement

is hereby conferred upon

**Kyle Robert Hathaway**

with all Rights, Benefits and Privileges pertaining thereto.

Given at Visalia, California,

this nineteenth day of May, two thousand and twenty-one.



*Brent Cal.*  
Superintendent/President

*[Signature]*  
President, Board of Trustees

*[Signature]*  
Vice President, Board of Trustees

KINGS COUNTY BOARD OF SUPERVISORS  
COMMITTEE APPLICATION FOR APPOINTMENT

KYLE HATHAWAY  
8921 PIONEER ROAD  
HANFORD, CA 93230





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 22, 2022

**SUBMITTED BY:** Administration – Edward Hill

**SUBJECT:** APPOINTMENTS TO THE KINGS COUNTY MUSEUM ADVISORY COMMITTEE

**SUMMARY:**

**Overview:**

When a vacancy occurs on any board, commission, or committee over which a legislative body has appointing power, a vacancy notice shall be posted in the office of the clerk of the local agency and the local library before an appointment can be made. The legislative body shall not make a final appointment for at least 10 working days after the posting of a vacancy notice. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments. Currently, there are two vacated seats for the Kings County Museum Advisory committee they have received one application.

**Recommendation:**

**Appoint one member to the Kings County Museum Advisory Committee.**

**Fiscal Impact:**

None.

**Advisory Board Statement:**

The Kings County Museum Advisory Committee coordinator is recommending the appointment of Helen Sullivan today.

**BACKGROUND:**

The purpose of the committee is to assist the Board of Supervisors in their administration of the Kings County Museum.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **APPOINTMENTS TO THE KINGS COUNTY MUSEUM ADVISORY COMMITTEE**

**March 22, 2022**

**Page 2 of 2**

The Advisory Committee shall work towards the betterment of the museum by advising the appropriate county departments and the Board of Supervisors on procedures for the upkeep, cataloging and maintenance of the museum, exhibits and artifacts; obtaining additional funding through grants, endowments and fund-raising events; personnel and financing matters for the effective organization and management of the museum; performing functions under Public Resource Code Sections 5120, et seq. and other appropriate matters relating to the museum. The criteria for appointment to the Museum Advisory Committee are that applicants must be Kings County residents. The appointment of Helen Sullivan today will fill a vacancy with a term expiring December 31, 2023.

#### **Applications received:**

Helen Sullivan – County at large representative

**KINGS COUNTY BOARD OF SUPERVISORS  
APPOINTED COMMITTEE APPLICATION**

Filed with the Kings County  
Clerk of the Board

**FEB 28 2022**

I hereby express an interest in being nominated for membership on the following

Board: Kings County Museum Advisory Committee Received by:

Name: Helen Sullivan

Address: [REDACTED] Telephone: [REDACTED]

City/St/Zip: Hanford, CA 93230 Date of Birth: [REDACTED]

Length of Residency in Kings County: 71 years

Supervisorial District: District 4

Occupation: Farmer

Education: BA Degree

Membership on other Boards/Commissions: Burris Park Foundation, S & A Souza Farms Inc, Kings Co. Farm Bureau, Common Threads, Independent Ditch

Affiliations: St Rose McCarthy School, American Angus Assoc., St. Peter's Church

Reason(s) for seeking appointment: I have a keen interest in preserving the history of Kings County for future generations.

[REDACTED]  
Signature

Return completed form to:

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

For inquiries, phone:

**(559) 582-3211, ext. 2362**





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 22, 2022

**SUBMITTED BY:** County Counsel – Diane Freeman

**SUBJECT:** RESOLUTION TO CONTINUE TELECONFERENCED MEETINGS UNDER THE PROVISIONS OF AB 361

**SUMMARY:**

**Overview:**

On October 26, 2021, the Board of Supervisors began holding public meetings under the abbreviated teleconference provisions of AB 361. To continue holding teleconferenced meetings under these provisions, the Board must find within thirty (30) days and every thirty (30) days there after that the conditions necessary to invoke such provisions continue to exist.

**Recommendation:**

**Adopt a resolution making the findings required by AB 361, and bring a resolution to the Board within thirty (30) days to continue meeting under its abbreviated teleconferencing provisions.**

**Fiscal Impact:**

None

**BACKGROUND:**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in response to the COVID-19 pandemic. Thereafter, he issued Executive Orders N-29-20 and N-08-21 collectively suspending the teleconferencing rules set forth in Government Code Section 54950 et seq. (the “Brown Act”) provided certain requirements were met. N-29-20 and N-08-21 expired on September 30, 2021. On September 16, 2021, Governor Newsom signed into law AB 361 which provides that a legislative body subject to the Brown Act may

(Cont’d)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **RESOLUTION TO CONTINUE TELECONFERENCED MEETINGS UNDER THE PROVISIONS OF AB 361**

**March 22, 2022**

**Page 2 of 2**

continue to meet after September 30, 2021 without fully complying with the Brown Act's teleconferencing rules provided there continues to be proclaimed a state of emergency and either: (1) State or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

On September 22, 2021, the County's Public Health Officer, Dr. Milton Teske, issued a recommendation which remains in effect that all county public meetings be allowed to continue to operate and carry on their business in the same manner as they are currently doing in response to COVID-19, including the option to meet remotely. His recommendation is made due to the continued threat of COVID-19 to the community, the unique characteristics of public governmental meetings, and the continued increased safety protection that social distancing provides as one means by which to reduce the risk of COVID-19 transmission.

On October 5, 2021, the Board of Supervisors began holding public meetings under the abbreviated teleconference provisions of AB 361. To continue holding teleconferenced meetings under these provisions, the Board must find within thirty (30) days and every thirty (30) days thereafter that the conditions necessary to invoke such provisions continue to exist.

At its regular meetings on October 26, 2021, November 23, 2021, December 21, 2021, January 11, 2022, and February 24, 2022, the Board reconsidered the State of Emergency and passed a resolution with the required findings. With thirty (30) days approaching, the State of Emergency is again brought to your board for consideration of the following findings:

- (A) The legislative body has considered the circumstances of the state of emergency; and
- (B) The following circumstances exist:
  - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; or
  - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

If the circumstances necessitate continued teleconference meetings under AB 361, this Board will reconsider the above findings and approve a resolution to continue within thirty (30) days of today's date.

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

\* \* \* \* \*

IN THE MATTER OF CONTINUED  
TELECONFERENCED MEETINGS  
UNDER THE PROVISIONS OF AB 361 /

RESOLUTION NO. 2022-

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), provided certain requirements were met and followed; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 that clarified the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 that provides that a legislative body subject to the Brown Act may continue to meet without fully complying with the teleconferencing rules in the Brown Act when there is a proclaimed state of emergency and either state or local officials have imposed or recommended measures to promote social distancing, or the legislative body determines, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, Governor Newsom’s Proclamation of State of Emergency due to COVID-19 continues in effect; and

WHEREAS, on September 22, 2021, the County’s Public Health Officer, Dr. Milton Teske, recommended that all County public meetings be allowed to continue to operate and carry on their business in the same manner as they are currently doing, including the option to meet remotely, due to the increased safety protection that social distancing provides as a means to reduce the risk of COVID-19 transmission; and

WHEREAS, the Board held its first teleconferenced meeting pursuant to AB 361 on October 5, 2021; and

WHEREAS, to continue meeting via teleconference under the abbreviated teleconferencing procedures of AB 361, the Board must make findings no later than 30 days after the first teleconferenced meeting, and every 30 days thereafter, that the conditions necessary to hold teleconferenced meetings under AB 361 continue to exist.

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

1. The recitals set forth above are true and correct.
2. The Board finds:
  - a. It has reconsidered the circumstances of the COVID-19 state of emergency, which continues to exist; and
  - b. State or local officials continue to impose or recommend measures to promote social distancing;
3. These findings apply to all County of Kings related legislative bodies subject to the Brown Act, including but not limited to, Board standing committees, the Planning Commission, the Board of Equalization, and all other committees and commissions established by the County Code or Board of Supervisors and subject to the Brown Act;
4. Staff is directed to return no later than thirty (30) days after the adoption of this resolution with an item for the Board to again consider making the findings required by AB 361 in order to continue meeting under its provisions.

The foregoing Resolution was PASSED AND ADOPTED upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 22<sup>nd</sup> day of March 2022, by the following vote:

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

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

WITNESS my hand and seal of said Board of Supervisors this 22<sup>nd</sup> day of March, 2022.

By: \_\_\_\_\_  
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 March 22, 2022

**SUBMITTED BY:** Department of Public Health – Rose Mary Rahn

**SUBJECT:** RESOLUTION RECOGNIZING MARCH 24, 2022 AS WORLD TUBERCULOSIS DAY

**SUMMARY:**

**Overview:**

March 24, 2022 is recognized as World Tuberculosis Day, with the theme of “Invest to End Tuberculosis, Save Lives” to convey the urge need to invest resources in the fight against tuberculosis and to ensure access to all in prevention and care.

**Recommendation:**

**Adopt a Resolution proclaiming March 24, 2022 as World Tuberculosis Day.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Each year, March 24 is dedicated as World Tuberculosis (TB) Day to raise public awareness about TB and its impact on people around the world. Why is this important for our community and Kings County? With the swift movement and travel of all of us around the world, we have a higher chance of being in contact with someone with TB. Other countries do not have the resources for ensuring a robust surveillance program and observed treatment regimes. This is essential in treating TB due to a high rate of antibiotic resistance with non-compliance. There is also a limited medication that can treat TB. Untreated TB can have a life long impact on individuals with chronic respiratory complications and the inability to fight off infections due to the body working hard to deal with this disease. As well, TB leads to death with this preventable and treatable illness. Every day, approximately 4,100 people die from TB worldwide. In Kings County, we provide follow-up to

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **RESOLUTION RECOGNIZING MARCH 24, 2022 AS WORLD TUBERCULOSIS DAY**

**March 22, 2022**

**Page 2 of 2**

cases of active TB disease with on-going coordination with our local hospital for cases that are discharged and our local providers to ensure they are supported to diagnose and refer TB cases to the health department for on-going case management.

This resolution has been reviewed and approved by County Counsel as to form.

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

\*\*\*\*\*

IN THE MATTER OF PROCLAIMING  
MARCH 24, 2022 AS  
WORLD TUBERCULOSIS DAY

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Resolution No. \_\_\_\_\_

WHEREAS, the 24th day of March, 2022, is World Tuberculosis (TB) day, and the theme is “invest to End Tuberculosis, Save Lives”;

WHEREAS , TB is preventable and treatable; and,

WHEREAS ; TB remains one of the world’s deadliest infectious diseases, taking the lives of approximately 4,100 people every day; and,

WHEREAS, The Centers for Disease Control (CDC), is committed to finding, curing, and preventing all forms of TB at home and around the world; and,

WHEREAS, The Kings County Department of Public Health (KCDPH) is committed to aligning with the CDC’s mission at a local level; and,

WHEREAS, preventing TB relies on all of us to use good ventilation: as TB can remain suspended in the air for several hours with no ventilation. Lots of exposure to natural light; good hygiene; covering the mouth and nose when coughing or sneezing, which reduces the spread of the TB bacteria; and,

WHEREAS, The KCDPH’s goal for the elimination of TB, is to support our local providers and the individuals that are most at risk from TB to be identified, tested, referred, and treated with comprehensive case management to ensure complete treatment and follow-up.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Supervisors of the County of Kings, State of California, does hereby proclaims March 24, 2022, as World Tuberculosis Day and urges all citizens to observe this day by acknowledging the importance of staying aware of TB which is a communicable disease and to ensure vigilance on preventing germs and infectious diseases from spreading.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES:           Supervisors  
NOES:           Supervisors  
ABSENT:       Supervisors

ABSTAIN: Supervisors

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Joe Neves, Chairman  
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Catherine Venturella, Clerk  
Board of Supervisors, County of Kings



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 22, 2022

**SUBMITTED BY:** Department of Public Health – Rose Mary Rahn/Heather Silva/Everardo Legaspi  
**SUBJECT:** SOFTWARE DATA MIGRATION BY SEP TECHNOLOGY CONSULTING, LLC.

**SUMMARY:**

**Overview:**

The Kings County Department of Public Health, Division of Environmental Health Services is requesting authorization to enter into agreement with SEP Technology Consulting, LLC to conduct the data migration from the Division’s outdated software to the upgraded Accela, Inc. platform.

**Recommendation:**

**Authorize the Director of Public Health to sign the professional services agreement and any subsequent documentation with SEP Technology Consulting, LLC for the data migration to the upgraded Accela, Inc. Platform.**

**Fiscal Impact:**

There is no fiscal impact to the County General Fund. The total costs for the data migration from SEP Technology Consulting, LLC. migration services contract is expected not to exceed \$300,000. This cost has been allocated for Fiscal Year 2021-2022 Environmental Health Services under budget 411500.

**BACKGROUND:**

Environmental Health Services (EHS) currently maintains an older version of the Accela software, Envision Connect Suite Software. This application is actively being phased out and replaced with a newer generation of software, Accela Civic Platform. SEP Technology Consulting, LLC is an Accela authorized implementation partner and the Master Services Agreement with SEP Technology Consulting, LLC will provide a one time migration of data for the implementation of the Accela Civic platform. The services provided by this vendor include project management, installation and set up, gap analysis, implementation, user testing, readiness evaluation, and go-live support. This migration is expected to be completed within 30 – 36 weeks of executing the contract.

(Cont’d)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **PURCHASE OF TWO VEHICLES FOR COVID-19 TESTING AND PREVENTION SERVICES**

**March 8, 2022**

**Page 2 of 2**

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

### COUNTY OF KINGS PURCHASING DEPARTMENT SOLE SOURCE JUSTIFICATION

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

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

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

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

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value \$

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

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

*please see attached*

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

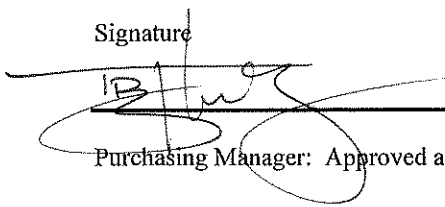
4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase. *please see attached*

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

Signature

Printed Name and Title

Date



*Troy Hammond, Evl. HLTH Div. Manager 12-23-21*

Purchasing Manager: Approved as written

Rejected

Signed

*Evan Jones*

1/14/2022

DocuSigned by: Evan Jones, Purchasing Manager



Milton Teske, M.D.  
Health Officer



---

To promote and protect the health and well-being of Kings County residents through education, prevention, and intervention.

County of Kings Sole Source Justification Attachment  
Health Department – Environmental Health Services Division  
Software Services Agreement with Accela

2. Explanations for 1. b,c,d

**b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Department’s needs and is not available in comparable products/service providers.**

Health Services (EHS) currently maintains an older version of the Accela software, Envision Connect. This software is used to record and house mandated reports generated by EHS staff for enforcement services. Account-associated invoices, permits, records, notices of violation and similar communications are maintained within Envision Connect, as are the reports used for quality assurance. The envision application is actively being phased out and replaced with a newer generation Accela solution that will improve the integration with state reporting systems that EHS staff use on a daily basis. With this upgraded version, the EHS Division has the potential to move to a digital service delivery model, where permit applications and payment service options for the public will be possible through an online portal.

While similar products exist with other companies, the quality of the proposed contractor combined with staff familiarity with the software platform and the ease of transition associated with the current company (described in section c. below), necessitate a sole-source agreement.

**c. The requested product or service is one with which I ( or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.**

Because EHS has an existing relationship with Accela, Inc, leveraging their technical expertise to migrate our existing data onto the new platform should ensure a seamless transition. Migration is expected to be complete within 10 -12 months of executing the contract; this would like be substantially longer with a different contractor.



Staff are currently trained for use of the older system EnvisionConnect/Envision Remote for conducting field inspections, billing, updating daily activity reports, CERS CME reports, and CUPA fiscal reports. Changing to an entirely new product and or platform our inspector and office staff would incur extensive training and down time thus losing field productivity, delayed billing and permits, and possible missed deadlines for state required fiscal and inspection reports.

**d. Other factors**

The software upgrade will enhance configuration requirements to automate certain functions for more efficient use of the software by EHS staff, including enhanced reporting capabilities under each of the regulated programs: Food, CUPA Hazardous Materials, Recreational Health, Housing, Drinking Water, Body Art, Medical Waste, Solid Waste and complaint tracking. At the management level, enhanced monitoring of daily service activities, data entry and billing records will also have enhanced tools to support the needs of our division and continue to improve our public service.

**4. List of names of each individual who was involved in the evaluation, if conducted, and in the making the recommendation to sole source this purchase.**

James Ray, Troy Hommerding, Liliana Stransky, Veronica Ochoa, Luis Flores, Paven Bath, Yatee Patel

# SEP Technology Consulting, LLC

245 West 99<sup>th</sup> Street, Ste 14B  
New York, NY 10025

Phone: (212) 634-9221  
Fax: 646-569-9100

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## MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into on \_\_\_\_\_, 2022 (the “Effective Date”) by and between SEP Technology Consulting, LLC, a New York limited liability company with a place of business at 85 Broad Street, 18th Floor, New York, NY 10004 (“SEPTech”) and **County of Kings, a political subdivision of the State of California** with its principal place of business at 1400 W. Lacey Blvd., Hanford, California 93230 (“Agency”). SEPTech and Agency are hereinafter sometimes referred to, individually, as a “Party” and, collectively, as the “Parties.”

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to be legally bound as follows:

1. **Services.** Subject to the terms and conditions of this Agreement, SEPTech will perform the consulting, implementation, and professional services specified in the Statement of Work attached hereto as Exhibit A, which is incorporated herein by reference, as well as those services specified in subsequently mutually agreed upon Statements of Work that are attached to this Agreement (collectively, the “Services”). The Services may include the delivery of certain work product, creative design and development, selection and arrangement, and other content and materials (collectively, the “Work Product”). If Agency requires services or work product beyond those defined in the Statement of Work, the Parties will prepare and mutually agree upon a separate Statement of Work specifying such additional services and work product. Any changes to the Statement of Work and any additional Statements of Work must be mutually agreed to by the Parties in writing, in accordance with any terms and conditions for change orders specified in the applicable Statement of Work (if any). Each Statement of Work shall be incorporated into, made part of, and governed by the terms and conditions of this Agreement. If there is a conflict between this Agreement and any Statement of Work that cannot be reconciled by the plain meaning of the documents read together, then the terms of this Agreement shall control unless specifically stated otherwise in the Statement of Work.

2. **Fees.** All fees and charges (other than expenses) will be set forth in the applicable Statement of Work. Except as otherwise provided, all fees, charges, and expenses must be paid within thirty days of the date of an invoice certified and submitted to County Auditor-Controller. All amounts are payable in United States Dollars in accordance with the instructions provided in the invoice or other instructions provided by SEPTech in writing. All charges under this Agreement are stated exclusive of any applicable taxes, duties, fees and other assessments of whatever nature imposed by governmental authorities, and Agency is solely responsible for and shall pay or reimburse SEPTech for such. Without prejudice to its other rights and remedies, if SEPTech does not receive any payment before its due date, SEPTech may assess a late payment charge on the unpaid amount at the rate of three percent per month or the highest rate allowed under applicable law, whichever is more. Agency shall reimburse SEPTech for all reasonable costs, including

# SEP Technology Consulting, LLC

245 West 99<sup>th</sup> Street, Ste 14B  
New York, NY 10025

Phone: (212) 634-9221  
Fax: 646-569-9100

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attorneys' fees and expenses, related to any proceedings to collect any past-due amounts.

3. **Acceptance.** The timeline and requirements for Agency's evaluation of the Services and Work Product will be specified in the applicable Statement of Work. If the Services fail to conform to this Agreement and the Statement of Work in any material respect, Agency may provide notice of non-conformance of the applicable Services by describing the failure in reasonable detail in writing to SEPTech within the timeframe specified in the applicable Statement of Work or, if no timeframe is specified, twenty days from the date of completion of the applicable Services or delivery of the applicable Work Product. Agency's failure to give notice of non-conformance within the specified timeframe shall be deemed to be acceptance. Upon such notice, SEPTech shall cure the reported failure as soon as practicable. If such non-conformance is not cured within thirty days of Agency's rejection or such longer period as may be reasonably necessary, Agency may terminate this Agreement and SEPTech shall deliver materials that have been paid for at the time of termination in their then-current state (with no further obligations with respect thereto). After Agency's acceptance of the Services, any requests for modifications, support, or other assistance shall be subject to SEPTech's then-current fees.

4. **Term and Termination.** This Agreement commences as of the Effective Date and continues for a period of one year, unless earlier terminated as provided for in this Agreement. Either Party may terminate this Agreement, with or without cause, upon thirty days' prior written notice to the other Party; provided that, in any event, Agency shall pay any fees and expenses payable to SEPTech for all Services performed by SEPTech prior to the date of termination. In addition, either Party may terminate this Agreement immediately by giving written notice of termination to the other Party and without prejudice to any other rights or remedies the one Party may have, if the other Party: (a) breaches any of its material obligations under this Agreement and does not cure the breach within thirty days after its receipt of the other Party's written notice of the breach; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

5. **Agency Obligations.** Agency shall be responsible, at its own expense, for providing to SEPTech all available and appropriate information regarding Agency's current business and technical processes and any other information relevant to the Services. In performing the Services, SEPTech will be relying on the accuracy and completeness of the information SEPTech receives from Agency, Agency's agents or representatives and other third parties. Inaccuracies in or omissions from such information may affect the accuracy and price of SEPTech's Services.

# SEP Technology Consulting, LLC

245 West 99<sup>th</sup> Street, Ste 14B  
New York, NY 10025

Phone: (212) 634-9221  
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6. **Warranties and Disclaimers.** Each Party represents and warrants that: (i) it has the full right and authority to enter into this Agreement and perform its obligations hereunder; (ii) its performance under this Agreement will not result in a breach of or conflict with any agreement with a third party; and (iii) it will comply with all applicable laws, ordinances, regulations, and codes in the performance of its obligations under this Agreement. SEPTech represents and warrants that all Services performed under this Agreement shall be performed by qualified personnel with the proper skill, training, and experience so as to be able to perform competently and in a manner consistent with good practice in the industry. Agency represents and warrants to SEPTech that it has obtained all necessary consents, permits, and authorizations to enable SEPTech to provide the Services hereunder, and has the full legal right to grant SEPTech the right to use the Agency Materials for use in the Services. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES ARISING IN LAW OR EQUITY.

7. **Confidentiality.**

7.1 **Confidential Information.** The Parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire knowledge from, material, data, systems and other information concerning the operation, business, projections, financial affairs, products, customers and intellectual property rights of the other Party that may not be accessible or known to the general public (“Confidential Information”). Confidential Information includes the terms of this Agreement to include all Agency data and each Statement of Work.

7.2 **Obligations.** Each Party receiving Confidential Information (the “Receiving Party”) agrees to maintain all such Confidential Information received from the other Party (the “Disclosing Party”), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of this Agreement to its financial and legal advisors if such third parties agree to maintain the confidentiality of such Confidential Information. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing or exercising its rights under this Agreement and any Statement of Work. The Receiving Party shall prevent the unauthorized access, disclosure, and use of the Disclosing Party’s Confidential Information using the same degree of care, but no less than commercially reasonable care, that it uses to prevent the unauthorized access, disclosure, and use of its own confidential information. Any duplication, use, disclosure, or other act or omission by any person that obtains access to or possession of Confidential Information through the Receiving Party that would be a breach of this Agreement if committed by the Receiving Party is deemed a breach of this Agreement by the Receiving Party for which the Receiving Party shall be responsible. Whenever requested by the Disclosing Party, the Receiving

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Party shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party's option, shall destroy all such Confidential Information as the Disclosing Party may designate. The Receiving Party's obligation of confidentiality shall survive expiration or termination of this Agreement.

73 Exclusions. The Receiving Party's obligations under Sections 7.1 and 7.2 above shall not apply to Confidential Information that: (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; or (iv) is independently developed by the Receiving Party without resort to the Disclosing Party's Confidential Information. The foregoing exclusions shall not apply to any Confidential Information that does not, in its entirety, fall within one of the foregoing exclusions, even if aspects or features of that Confidential Information fall within those exclusions. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information of the Disclosing Party that is required to be disclosed by governmental agencies, regulatory authorities or pursuant to court order, but only to the extent such disclosure is required by law and only if the Receiving Party, to the extent permitted by law, provides the Disclosing Party with prompt notice of such requirement.

## 8. Ownership.

8.1 Agency Materials. Agency shall retain ownership of all rights, title, and interest, including copyright and any other intellectual property rights, in and to all proprietary materials, software, information, and know-how provided by Agency to SEPTech hereunder, including any of the foregoing owned by a third party and licensed to Agency (collectively, "Agency Materials"). Agency hereby grants to SEPTech a non-exclusive, royalty-free right and license to use, reproduce, display, modify, and create derivative works based upon the Agency Materials, all in connection with the performance of its obligations under this Agreement. Agency shall be responsible for obtaining all permissions necessary for SEPTech to provide the Services. Agency represents that Agency has all necessary legal rights to provide the Agency Materials to SEPTech, and that use of the Agency Materials by SEPTech and all other persons and entities as intended hereunder will not infringe any intellectual property right of any person or entity, or any right of publicity, personality, or privacy of any person or entity, or violate any law, statute, ordinance, or regulation.

82 Work Product. This Agreement shall automatically effectuate assignment from SEPTech to Agency of all Work Product covered by a Statement of Work immediately upon Agency's payment in full of all fees and expenses due to SEPTech under such Statement of Work; *however*, until such time, SEPTech shall own all rights, title, and interests in and to such Work Product, including all rights available under the U.S. Copyright Act, as well as any trademark, trade dress, patent, or other intellectual property rights related thereto. In the event of a default in Agency's

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payment obligations hereunder, Agency will terminate immediately any use of the Work Product and return the Work Product to SEPTech immediately. Upon the transfer to Agency of ownership of part or all of the Work Product, SEPTech shall retain the right to use and exploit such Work Product in the context of SEPTech's own portfolio for business, marketing, and related purposes.

83 SEPTech Tools and Third Party Materials. Notwithstanding anything to the contrary herein, SEPTech shall at all times retain all right, title and interest, including copyright and any other intellectual property rights, in and to all proprietary materials, information, and know-how incorporated in the Work Product or that are used by SEPTech in the Services, together with any improvements and modifications thereof, to the extent created prior to or outside the scope of this Agreement ("SEPTech Tools"). To the extent that any preexisting rights are embodied in the Work Product, including any such rights in the SEPTech Tools, SEPTech grants to Agency an irrevocable, perpetual, non-exclusive, world-wide, royalty-free right and license to use, execute, reproduce, display, perform, distribute copies of such preexisting rights, solely as embodied in the Work Product as delivered to Agency. Further, if and to the extent the Work Product incorporates the proprietary materials of a third party (such as third party software), as identified and agreed upon in the applicable Statement of Work, Agency's rights in the third party materials shall be subject to the terms and conditions of the applicable license agreements and any unauthorized use by Agency of those third party materials outside the scope of those licenses shall constitute a material breach of this Agreement.

9. Limitation of Liability. EXCEPT AS IT RELATES TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY, ITS SUBSIDIARIES, OR AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS, BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS IT RELATES TO EITHER PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES IN ANY AMOUNT EXCEEDING THE AMOUNT PAID BY AGENCY TO SEPTech UNDER THE STATEMENT OF WORK GIVING RISE TO THE CLAIM. SEPTech shall not be liable for or in breach of any provision of this Agreement: (i) attributable to any breach of this Agreement by Agency; or (ii) directly or indirectly resulting from any inaccuracies contained in any of the data or information provided to SEPTech by or on behalf of Agency.

10. Indemnification.

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101 SEPTech Indemnification. SEPTech shall defend, indemnify and hold Agency and its affiliates and its and their respective managers, directors, officers, members, partners, employees, agents, successors and assigns harmless, to the full extent permitted in law or equity, from and against all third party claims, actions, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) (collectively, "Losses"), to the extent proximately caused by or resulting from any misrepresentation or non-fulfillment or breach by SEPTech of any representation or warranty contained in this Agreement (an "SEPTech Breach").

102 Agency Indemnification. Agency shall defend, indemnify and hold SEPTech and its affiliates and its and their respective managers, directors, officers, members, partners, employees, agents, successors and assigns harmless, to the full extent permitted in law or equity, from and against all Losses, to the extent proximately caused by or resulting from: (a) Agency's use of the Services or Work Product, other than as a result of a SEPTech Breach; and (b) any misrepresentation or non-fulfillment or breach by Agency of any representation or warranty contained in this Agreement.

103 Indemnification Process. The Party obligated to provide indemnification under this Section 10 shall have the right to control the defense and settlement of any claims or actions for which such indemnifying Party is obligated to defend, but the persons entitled to indemnification hereunder shall have the right to participate in such claims or actions at their cost and expense. The indemnifying Party shall not consent to entry into judgment or enter into any settlement that admits an indemnified person's liability, provides for injunctive or other non-monetary relief affecting an indemnified person, or that does not include as an unconditional term the giving by each claimant or plaintiff to the indemnified persons of a release from all liability with respect to such claim without the indemnified person's prior written consent. The indemnifying Party's liability under this Section 10 shall be reduced to the extent that the indemnifying Party is actually prejudiced by the indemnified person's failure to give notice promptly after learning of such claim.

## 11. General.

11.1 Survival. The following provisions of this Agreement shall survive any termination or expiration of this Agreement: Sections 7, 8, 9, 10, 11.1, and 11.2.

11.2 Non-Solicitation. During the term of this Agreement (including any renewals) and for a period of twelve months thereafter, neither Party shall directly or indirectly hire, solicit for employment, or retain the services of any employee of the other Party. This provision shall not prohibit either Party from hiring a person who answers any general advertisement or who otherwise voluntarily applies for hire without having been solicited or recruited by the hiring Party.

11.3 Independent Contractor. In making and performing this Agreement, the Parties act and will act at all times as independent contractors and nothing contained in this Agreement will

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be construed or implied to create the relationship of principal-agent, partner, joint venturer, franchisor-franchisee or employer-employee between the Parties. At no time will either Party have any right, power or authority to create any obligation or responsibility on behalf of the other Party.

11.4 Governing Law. This Agreement and all matters related thereto will be governed by, and construed in accordance with, the laws of the State of California, without regard to conflicts of law provisions thereof. Any legal action or proceeding arising under the Agreement will be brought exclusively in the federal and state courts located in Kings County, California, and the Parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts and waive any right to trial by jury. In any action relating to the subject matter of this Agreement, the prevailing Party will be entitled to recover reasonable legal fees and related costs.

11.5 Force Majeure. Except for the obligation to pay money, if, as a result of unforeseeable circumstances, Acts of God, war (declared or undeclared), riot, revolution, fires, floods, strikes, labor disputes, sabotage, terrorist attacks, epidemics, network failures or other similar causes beyond the reasonable control of the Parties (a "Force Majeure"), either Party is unable to perform or is materially delayed in the performance of any of its obligations hereunder, such failure or delay shall not be deemed a breach of this Agreement, but such obligations shall remain in full force and effect and shall be performed or satisfied pursuant to this Agreement, as soon as legally and practically possible after the termination of the Force Majeure; *provided, however,* that in the event such Force Majeure continues for more than forty-five days or is of such nature that it is obvious it will continue for at least forty-five days, then either Party may terminate this Agreement upon ten days' written notice. During the pendency of any Force Majeure, each of the Parties shall take reasonable steps to mitigate the effects of such Force Majeure on this Agreement.

11.6 Assignment. Agency may not assign or delegate this Agreement or any or all of its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, to any party or entity without the prior written consent of SEPTech. For the purposes of this Agreement, any change in control, merger, consolidation, or acquisition of all or substantially all of the assets of Agency shall be deemed an assignment. Any attempted assignment in violation of the foregoing shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the successors and permitted assigns of the Parties. SEPTech reserves the right to subcontract any of the Services; *provided, however,* any use of a subcontractor by SEPTech shall not relieve SEPTech of any of its obligations under this Agreement and SEPTech shall be responsible for the actions of the subcontractor.

11.7 Miscellaneous. This Agreement, together with the attached Exhibits, constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and the Exhibits. No other act, document, usage or custom shall be deemed to amend or modify this

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Agreement. The Exhibits attached hereto shall be considered part of this Agreement. This Agreement is for the exclusive benefit of the Parties who sign it. No third party will be entitled to assert third party beneficiary status or otherwise make a claim under this Agreement. This Agreement may be amended, modified, or supplemented only by a written agreement signed by a duly authorized representative of each Party. Except as authorized in this Section 11.7, any other purported amendment or other modification shall be void and unenforceable. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement. In the event one or more of the provisions of this Agreement or the application thereof to any circumstance are found to be invalid or unenforceable to any extent, the remaining provisions shall continue in full force and effect. If any provision of this Agreement is found to be so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.” Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement may be executed in two or more counterparts, including by electronic delivery, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

11.8 Insurance Requirements. SEPTech shall comply with the insurance requirements set forth in Exhibit B.

[Signature Page Follows]

# SEP Technology Consulting, LLC

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IN WITNESS WHEREOF, the Parties accept this Agreement and have caused this Agreement to be executed and delivered and do each hereby represent and warrant that its respective signatory whose signature appears below has been and is on the date executed and delivered duly authorized by all necessary and appropriate corporate action to execute this Agreement on its behalf.

County of Kings

  
\_\_\_\_\_  
Signature

Rose Mary Rahn

Printed Name

Director, Kings County Public Health

March 18, 2022  
Date

ATTEST:

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

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

Approved as to Form:  
Diane Freeman, County Counsel

  
\_\_\_\_\_  
Cindy Crose Kliever, Deputy County Counsel

Date: March 17, 2022

SEP Technology Consulting, LLC

  
\_\_\_\_\_  
Signature

Keyur Majmudar

Printed Name

Managing Partner & CEO

\_\_\_\_\_  
Title  
March 17, 2022  
Date

Approved as to Insurance:

  
\_\_\_\_\_  
Printed Name: Edward Hill

Title: County Administrative Officer

Date: March 18, 2022



ATTACHED

Exhibit A – Statement of Work  
Exhibit B – Insurance Requirements

# **Exhibit A**

## **Statement of Work**

### **Kings County, California Implementation of Environmental Health Civic Application**

**December 20, 2021**

**Version 1**

SEP Technology Consulting, LLC.  
245 West 99 Street, Suite 14B  
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# Exhibit A

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# Exhibit A

## Services Description

### Purpose

The purpose of this document is to detail the deliverables, roles and responsibilities, between SEP Technology Consulting (“SEPTech”) and Kings County, CA (“Agency”) that comprise the implementation of the Civic Platform for the Agency, specifically Citizen Access and Civic Platform. Agency wishes to implement the Accela Civic Platform to manage the Environmental Health Department programs. SEPTech will provide professional services for implementation of the Accela Environmental Health Civic Application as detailed in this Agreement.

### Project Term & Phases

The term of this project is 30 - 36 weeks.

Term of this Agreement commences on the Effective Date and terminates thirty-six (36) weeks later thereafter.

It is expected that the Agency will provide some Level of Effort (LOE) in the implementation of the Accela Civic Platform to control costs and reduce the delivery timeframe. The LOE provided by Agency is defined in the Assumptions below.

Any delays (e.g., change in staff availability and or engagement, change in requirements, missed deadlines) in the Project Timeline, which by mutual agreement were created due to no fault of SEPTech, may result in an increase in the duration of the project and will require a Change Order for the additional costs associated with the delay, including, but not limited to additional hours for project management, repetitive work, deliverable development and review.

Upon execution of this SOW, SEPTech will schedule a project kick off meeting within four weeks, predicated on staff availability and fully set up Accela SaaS environments for Accela. The parties will confirm the proposed start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Agency to collaboratively define a high level, baseline project schedule. SEPTech will use the baseline project schedule to plan and schedule resource availability to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, SEPTech will work closely with Agency to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability and cost of the project.

### Project Scope

The following Agency departments/divisions comprise the organizational scope of the project:

- Environmental Health

The following Accela product versions are in scope for this project:

- Accela Civic Platform version 21.2
- Environmental Health Civic App version 2
- Accela Citizen Access
- Accela Mobile
- Accela GIS

## Critical Success Factors

To successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations

## Exhibit A

between the Agency and SEPTech, identifying and monitoring project risks, and promoting strong project communication.

- **Delivery of Needed Information and Documentation** – In order to ensure success and meet the timelines and costs described, it will be essential that the Agency provide required documentation and information as requested by the delivery staff in timely manner. The expected information required is described in detail in each of the delivery sections. Failure to provide the required information within the timeframes, which will be detailed in the project timeline, in an accurate and complete manner can result in an extension of the project timeline and/or an increase in the scope/cost of the proposed solution.
- **Implementation Methodology** – We offer a successful, proven, implementation methodology which is crucial to the project success. Accela's Civic Platform and customer base is a niche market and as such our implementation methodology may differ from other consulting firms and software packages. It is imperative to project success that the Agency is willing to adhere/adopt to the Methodology and tasks described in this Statement of Work.

## Project Assumptions

### General Project Assumptions

- Scope is based on information provided to date as included in this SOW.
- Changes or additions to scope or responsibilities as listed in this SOW, requested by the Agency may require a Change Order to reimburse SEPTech for the additional costs associated with the change.
- Deliverables not specifically described in this document are the not the responsibility of SEPTech and cannot be included in the project schedule without the approval of the SEPTech project manager. If additional deliverables or tasks are added and approved, these changes may trigger a change order and associated increase in costs.
- All work conducted by SEPTech will be performed remotely. Agency is responsible to provision and support required access and any required hardware.
- SEPTech will implement the known Civic Application that exists, at the time of the contract signing, in the current Accela Environmental Health Civic Application. Should a new version become available during the project implementation, the Agency can request the enhanced features, but it will require a Change Order to reimburse SEPTech for the additional costs associated with such changes.
- Agency fully understands and acknowledges that it's staff must be actively involved throughout the entire duration of Services as defined in the Project Plan.
- Agency is responsible for and will provide technical assistance for access through the Agency network firewall(s) if required to use Accela Automation with Accela GIS or any interfaces implemented by the SEPTech team.
- Agency will provide fee schedules that are complete and current.
- Agency is responsible for the scheduling of Agency employee and facilities in support of project activities.
- Agency is responsible for access to Accela, its components, any other software or hardware, as required through the duration of this project, for its staff and users.
- Agency will assign a Project Manager representing the Agency during the course of the implementation. The Agency Project Manager will be the single point of contact and will be responsible to identify appropriate Agency resources and subject matter experts and ensure their participation as required. Lack of participation of resources is not the responsibility of SEPTech. The Agency Project Manager is responsible for the timeliness and qualitative fulfilment of Agency responsibilities.

## Exhibit A

### Programs in Scope

Corresponding Accela record types will be confirmed/updated during gap analysis sessions and configuration

Aboveground Storage Tanks
Cal-Arp Program
Food Program
Permit By Rule (PBR)
Conditionally Exempt
Hazardous Materials Business Plans
Hazardous Waste Generator
Underground Storage Tanks
Housing Program
Medical Waste
Recreational Health
Hazardous Waste Generator (RCRA-LQG)
PBR-Household Hazardous Waste
Liquid Waste
Solid Waste
Public Water Systems
Body Art

### Project Management

- SEPTech will provide the Agency with a twice monthly Status Reports that outline the tasks completed during the prior week, the tasks that need to be completed during the upcoming week, the resources needed to complete the tasks, an updated version of the project plan when necessary, and to the extent known any issues that may be placing the project at risk (i.e., issues that may delay the project or jeopardize production dates). Late (per mutually agreed project schedule) Agency caused delays impacting the critical path by more than 10 business days of the baseline schedule will impact the project costs and will be addressed through SEPTech's Change Control process.
- Where deliverable materials are required, deliverables will be documented in SEPTech based templates using the SEPTech methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements.
- Agency is responsible for Organizational Change Management activities including conducting all promotion, communications and training activities for the new system with their Residents, Business Community, Contractors, other Agency departments, and all other Constituents.
- "Go-Live" is defined as the state when Accela software is up and running in production. When the Agency moves to production, i.e., "Goes Live" it is deemed to have accepted the product and shall comply with any payment obligation for "Move to Production", "Go-Live" and/or "Acceptance". There may be post Go-Live issues that are being supported during this time; however, any financial obligations the Agency may have to SEPTech based on "Go-Live", commence on the date the software is available in production.
- For Deliverable based payment agreements each Deliverable will be deemed accepted based on the Acceptance Criteria for that Deliverable. Upon completion of each Deliverable, SEPTech will provide the Agency with a Deliverable Acceptance Form to formally accept completion of that piece of scope. It is preferable that the Deliverable Acceptance Form be authorized for each Deliverable, however, it is not necessary. Invoicing and related payments will be based on the fulfilling of Acceptance Criteria and completion of the Acceptance Review Period defined for each Deliverable.

## Exhibit A

### Data Conversion

- **Level of Effort (Cost)** scope assumption is using the following conversion data criteria:
  - All Septic records
  - All Water Well records
  - All Site Remediation Records and associated History
  - Active Complaints + (3) years of all other complaints regardless of status
  - Active Service Requests + (3) years of all other service request regardless of status
  - Facilities with one or more Active Permits (all codes that refer to active facilities) and Programs (e.g., General Health Program, Public Water System)
    - ➔ For the facilities above, up to five (5) years of inspection history
  - Open Invoices (non-zero balance) and all invoices retroactive to four (4) years (open and closed)
- **“As-Is” Approach:** Conversion of transactional tables and Address/Parcel/Owner (APO) data, is executed “As-is” into Accela Civic Platform. “As-is” means that the data will be transformed as mapped to existing configuration elements in Accela Civic Platform. The conversion process will not create configuration data, which means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Civic Platform “As-Is”. All data cleanup must occur prior to execution into Accela Civic Platform.
- **Data Cleansing:** SEPTech believes customers are in the best suited for performing data cleaning as they know and understand their data better than vendors and partners. Where possible, SEPTech will assist with questions that the Agency may have in performing data cleansing.
- **Data Conversion Tools:** Data will be mapped and converted utilizing SEPTech’s/Accela conversion tools & methodologies. Accela tools consist of the Accela data mapping tool and the Accela conversion tool.
- **Daily time and activity:** five (5) years of data to be refined during the project planning and implementation phase.
- **Acceptable Data Formats for Historical Conversion:** It is expected that the Conversion Source Data be provided in an MS SQL database format that is currently supported by Accela Civic Platform Application product.
- SEPTech will perform unit testing of the conversion program including spot checks of the data within Accela Civic Platform to identify if data corruption issues exist. Quality assurance of legacy/historical data by the Agency is required to ensure accurate transfer of data.
- A completed, signed off, Solution Foundation must be available before SEPTech will begin the data conversion mapping effort. Any changes to the configuration after data conversion has been initiated will require a change order to cover effort impact.
- The standard data conversion includes the conversion of transactional data to the Agency’s Accela Civic Platform instance when a configured destination exists. In the event there is no destination for certain legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.

### Integration/Interfaces

- With the exception of Payments Processor, ESRI GIS and External Address Parcel Owner (XAPO), SEPTech assumes no additional integration/interface activities are required for the completion of this Statement of Work.
  - **Payments processor interface:** Integration of an Accela standard payment processor (PayPal, Forte, other (list of standard payment processor will be provided by Accela Account Representative).
- **CERS interface** will be used as available out of the box functionality only. *No SEPTech effort scoped for this functionality including any customization required to the CERS integration to meet regulations, which should be addressed directly by Accela.*

### Reporting

- Where available, prior to the project kick-off meeting, Agency will provide samples of current reports that the Agency would like to have developed.



# Exhibit A

## HACCP Plan Review

- HACCP plan review, if required, will not be developed utilizing a graphical representation of the plan steps. These steps will be represented utilizing a table that will be used to list out the plan steps and their attributes in the order in which they are expected to occur.

## User Acceptance Testing (UAT)

- Agency is solely responsible for all User Acceptance Testing activities.
- Agency is responsible for performing User Acceptance Testing on a timely basis.
- User testing must be completed within the time frames detailed in the project timeline. Any delays could lead to a change order and a corresponding increase in costs to the Agency.
- User Acceptance Testing must take place within two (2) calendar weeks of the completion of the Build Phase (see Payment Deliverables). Any changes to this date must be agreed to by both parties in writing.

## Go Live and Go Live Support

- The definition of “Go Live” is that the Accela software is up and running in the Production environment. If a Agency moves to Production, i.e., “Goes Live” it is deemed to have accepted the product (see “Acceptance” in Services Agreement) and shall comply with any payment obligation for “Move to Production”, “Go-Live” and / or “Acceptance”.

## Payment Terms

SEPTech will perform the Services on a fixed price payment basis (with limits and assumptions as described in this SOW). SEPTech’s total price to perform the Services is **\$249,176**. No travel is included in this SOW. The price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Should there be changes to the scope, timeline or resources that increases the duration, hours or costs needed to complete the project, a Change Order may be required for project continuation &/or completion. The Agency's Director of Public Health ("Director") may approve and execute a change order(s) under the following circumstances: (a) the aggregate cost of change orders approved by the Director equal to twenty percent (20%) or less than the contract priced reflected in this paragraph; and/or (b) the change order extends this Agreement's term by four (4) weeks or less. Said changes must be in writing and signed by the Parties in accordance with amendment requirements under section 11.7. SEPTech will submit invoices, referencing the Deliverable #, after the completion of the Deliverables referenced below in the Payment Schedule. Agency shall pay the invoiced amount within thirty (30) days of receiving the invoice.

Any additional services will require Agency request in writing and approval. Upon approval of the Change Order, services may commence. Below is the Payment Schedule according to the Scope of Services. Travel is not included in this Agreement.

## Exhibit A

### Payment Schedule

Payment Deliverable	Phase	Implementation	SOW Cost Direct
#1: Due upon Contract Signing	Initiation	Project Initiation	\$2,560
		Project Management	\$34,560
		Installation and Setup (3 Envs): Accela Automation, Citizen Access, AGIS & AMO	\$2,276
#2a	Analysis	Gap Analysis	\$12,800
#2b		Gap analysis document + Solution Foundation Document (Config Doc from Accela) + Business Rules Automation Solutions (Scripting) Document	\$6,400
#3	Solutions Foundation	Solution Foundation (Gap updates to base record)	\$19,200
#4		Accela Citizen Portal	\$12,800
#5	Build	Business Rules Automation	\$28,480
#6		Accela GIS Integration to Agency GIS	\$7,120
#7		XAPO Integration	\$6,400
#8		Payment Processor Integration	\$13,520
#9		Accela Mobile Office / Inspector	\$2,560
#10 - 50% due upon start of Data Conversion. Remaining 50% due upon completion of deliverable or hourly limits whichever comes earlier.		Data Conversion (mocks 1 & 2)	\$30,420
#11a		Reports: Surcharge Transmittal Report and Annual Single Fee Summary	\$6,720
#11b		Reports: four (4) standard Accela reports (Permit, Inspection, Daily Time and Activity, and Invoice)	\$10,880
#12	Readiness	User Acceptance Testing	\$12,800
#13		Civic Platform Core Team Training	\$4,480
#14		Civic Platform Admin	\$4,480

## Exhibit A

		Admin Users Training	
#15		Citizen Access (ACA) Training	\$1,920
#16		Accela Mobile Training	\$1,920
#17		Ad hoc Reporting Training	\$1,280
#18		Train the Trainer	\$6,400
#19	<b>Deploy</b>	Pre-Production Go live Support (includes final data conversion run)	\$6,400
#20	<b>Support</b>	Production Support	\$12,800
		<b>Services Total</b>	<b>\$249,176</b>
		<b>Travel Cost</b>	<b>\$0</b>
		<b>Total SOW Costs</b>	<b>\$249,176</b>

### Project Delays, On Hold, or Termination

In the event that Agency chooses to put a project on hold, Agency must send a formal written request to SEPTech to put the project on hold. Explicit delays due to the project put on hold, or implicit delays due to non-fulfillment of Agency responsibilities of 2 weeks or more (cumulatively throughout the duration of the project), that have a tangible impact to SEPTech’s resource plan, are subject to change order.

If a Agency delay, including those due to project on-hold, delays the project go-live for more than forty-five (45) days, SEPTech reserves the right to terminate the contract with immediate effect and negotiate new terms. Should the Agency become non-responsive to SEPTech communications for a term of 14 calendar days, SEPTech may choose to terminate the remainder of the project with immediate effect.

If the project is terminated by either party, SEPTech will invoice the Agency for all completed deliverables per the price schedule included in this SOW and additionally for effort spent on all incomplete deliverables on a time and materials basis at its SEPTech Accela-Services Blended hourly rate. All payments will be due immediately.

### Work Description

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, SEPTech will provide the following detailed implementation services. For each activity a description is provided as well as criteria for acceptance of the deliverable.

#### Initiation

Upon Contract signing, SEPTech will work with Accela to validate the proper installation and configuration of the Accela Civic Platform cloud environment.

#### SEPTech Responsibilities:

- Schedule and lead project initiation/kick-off meeting
  - Review baseline proposed project schedule
- Verify that the Civic Platform is operational by using the valid credentials to log into the Agency’s Accela environment.

## Exhibit A

### Agency Responsibilities:

- Provide timely and appropriate responses to requests for information by SEPTech.
- Procure and configure any necessary hardware, non-Accela systems software, and networking infrastructure as specified by SEPTech and Accela.
- As needed, schedule appropriate Agency staff participants and meeting locations for activities.
- Gather and provide the following, no later than One (1) week prior to the project Gap Analysis Sessions:
  - Paper applications
  - Fee schedules and associated account codes
  - Permit and License samples
  - Letterhead sample
  - List of Users, User Names, and their email, Departments, roles: are they responsible for conducting inspections or are reviewers
  - Payment Processor URL, Merchant Account ID, login ID and password
  - List of Inspections: Types, Schedule, Checklists
  - Process workflow diagrams (if available)
  - Selected Reports – Existing and if available, proposed

### Acceptance Criteria:

- Display of an operating Accela Civic Platform such that Agency can log into the support and test environments.

### Acceptance Review Period:

- Three (3) business days. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

## Gap Analysis & Solution Foundation (Configuration)

SEPTech will implement the Accela Environmental Health Civic Application configuration for the Health Programs as listed in this SOW, including Applications, Renewals, Complaints, Inspections and Violations. SEPTech will conduct Business/Gap Analysis Workshops to identify the Agency specific updates to meet their requirements.

Workshops will include the following:

- Review documents provided in Project Kickoff
- Review and understand existing business process gaps intended for migration into Accela Civic Platform.
- Assist the Agency in adapting existing business processes for fit into Accela Civic Platform.
- Collect employee names and associated roles and identify user group setups.
- Review the intake requirements, forms, and data fields for each process.
- Review the output requirements (documents/letters/reports).
- Review the fees, fee schedules, and collection procedures for each process.
- Review all required inspections and inspection result options for each type.

SEPTech will coordinate and schedule the Gap Analysis Workshops in conjunction with the Agency Project Manager and according to the agreed upon Project Schedule. **All customizations to the solution including but not limited to business processes, fees, automation, custom fields, notifications, branding, data validation, integrations and conversions, must be documented in the Workshops.** New requirements that were not defined in the Workshops and included in the config document may require a change order.

In terms of specific output, the following will be executed for this deliverable:

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## SEPTech Responsibilities:

- Provide Agency with the pre-defined formatted templates for fees, document types, custom fields, custom lists, inspection checklist, etc. prior to the start of the workshops.
- Conduct Gap analysis sessions to identify must have regulatory configuration changes to the baseline Environmental Health Civic Application configuration for the record types listed in this SOW.
- Implement the configuration changes to the record types as discovered in the analysis sessions.
- Disable the record types and data fields, based on Agency instructions.
- The Agency can request up to **ten (10)** new user group permissions created, by copying or cloning an existing, defined user group deployed from the Environmental Health Civic Application with up to **ten (10)** distinct updates per new user group permission created, such as add or removal of access for the defined user role.
- SEPTech will provide up to **twenty (20)** distinct updates to the existing user group permissions configured in the deployed Civic Application
- SEPTech will setup a maximum of **one hundred (100)** Agency staff users. SEPTech will deliver and discuss the Accela Roles and Functions Matrix document, and the Agency will indicate which user group role each staff is to be assigned.
- SEPTech will provide up to **forty (40)** distinct updates to the existing workflow processes and up to **forty (40)** distinct updates to the existing inspections configured in Environmental Health Civic Application. Using the Accela Environmental Health Civic Application Datasheets, the Agency will indicate which Workflow Process and/or Inspections to update. Distinct workflow process updates are any changes to the Civic Application workflow including renaming, adding or removing a workflow task or workflow task status result. Distinct inspection group updates are any changes to the Civic Application inspections including renaming, adding or removing inspection types, inspection groups, inspection status results, checklist items or checklist status results. In a similar manner for Workflow Processes, each edit, update or removal of a workflow task, workflow status result, inspection type, inspection status result, is considered a distinct single action change.
- SEPTech will provide up to **sixty (60)** new fee items configured during the project implementation. SEPTech will configure unique fee items based on the inherent fee formulas in the Civic Platform (documented in the Accela Civic Platform Administration Guide, Part 7, Fee Formulas), which include flat fees, fees based on a specific range. Examples include fee calculations based on the number of employees for a restaurant or a square footage fee for a building.
- SEPTech will provide up to **five hundred (500)** new Agency defined data fields configured and associate the data elements to specific record types to ensure information is tracked according to the Agency business process. SEPTech will configure each new Agency defined data field using one of nine (9) data types: text, date, y/n radio button, number, dropdown list, comment text area, time, money or checkbox.
- SEPTech will configure up to **Six (6)** new service record types, not already represented in the EH Civic Application. SEPTech will use the existing, preconfigured record components (i.e., workflow process, inspection groups, record status result, fee schedule, documentstatus).

## Agency Responsibilities:

- Provide SEPTech with updates to the pre-defined formatted templates for fees, document types, custom fields, custom lists, inspection checklist, etc. one (1) week prior to the start of the workshops.
  - Agency will indicate which record types and data fields they wish to have disabled from the initial Environmental Health Civic Application load
- Designate the Responsible Expert for each Grouping of solutions to be reviewed that will make decisions and represent the department/business.
- Make available the appropriate Agency key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the workflows, input/output formats, and data elements.
- Provide, no later than one week prior to the start of the workshops, any additional (not provided prior to the kick-off meeting) existing business process documentation, including process flows; fee schedules; commonly

## Exhibit A

- used applications, reports, forms and other relevant information.
- Schedule participants and meeting locations for analysis activities.
- Agency staff must provide record type and data field feedback based on SEPTech and Agency agreed upon project plan timeline.
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Gap Analysis Workshops (Deliverable #2) will be invoiced upon the completion of the Workshop Sessions.
- Gap Analysis Document + Solution (Deliverable #3) will be invoiced upon the delivery of the Foundation Document (Configuration Document) and Business Rules Automation Solutions (Scripting) Document
- Solution Foundation - Gap updates to base record (Deliverable#4): Completion of the configuration updates as identified in the Gap Analysis Workshop and as evidenced in the Configuration Document.

### Acceptance Review Period:

- Agency will have Ten (10) business days to conduct initial review of the Solution Foundation. The second and final review will have Five (5) business days for acceptance. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

## Payment Processor Integration

SEPTech will implement an interface between Accela Citizen Access (ACA) and an agency selected Accela standard payment processor. This interface will be developed against 1 (one), agreed upon version of payment processor.

### *Payment processing assumptions:*

- Refunds will be handled manually by the Agency
- There will be a single merchant account

### SEPTech Responsibilities:

- Conduct Interface Analysis sessions
- Build all aspects of the interface that interact directly with the Accela Civic Platform.

### Agency Responsibilities:

- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Assist in the interface development and data mapping process.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.

### Acceptance Criteria:

- Demonstration of the ability to process credit card payments in ACA

### Review Period:

- Five (5) business days. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

## Citizen Access (ACA) Configuration and online payments

This deliverable includes setup and configuration of the Agency municipal website branding, the online payment

## Exhibit A

processing gateway for the Accela supported payment vendors for Citizen Access, and up to twenty distinct updates to the citizen portal pages to make the pages more in line with the Agency processes per the best practice configurations. A distinct update to a citizen portal page includes changes to a Page Flow component, for example:

- Adding attachments to an existing defined Page Flow setup
- Updating the section instructional text with Agency language
- Descriptive help instructions for specific Agency defined data fields
- Updating the online disclaimer text

Each update to the citizen portals and sections are considered a single action change. Note that the ACA site cannot be shared with the existing self-hosted land management configuration as they will be on separate databases. In terms of specific output, the following will be executed for this deliverable:

### SEPTech Responsibilities:

- Setup Citizen Access branding by loading up to **one (1)** banner file provided by the Agency
- Configure up to **twenty (20)** distinct updates to the citizen portal pages, based on Agency feedback
- Verify the loaded citizen access branding, citizen portal pages and sections updated and payment acceptance in environment, based on Agency feedback.
- Configure ACA for English language only.
- Will only configure online record types identified in the Solution Foundation (Deliverable 3).
- **Payments processor interface:** Integration of Point and Pay payment processing system.

### Agency Responsibilities:

- Provide timely and appropriate responses to SEPTech's requests for information.
- Provide website branding files, which include the top and sidebanner
- Arrange for the availability of appropriate Agency staff to review the branding on Citizen Access
- Agency staff is responsible to work with a supported payment vendor to collect the necessary information for the payment processing gateway. For example, the staff will need to provide the SEPTech information such as the Product ID, the Payment gateway URLs and other vital information to successfully implement the payment processing gateway.
- Agency staff must provide web branding, a full list of up to 20 distinct updates and supported payment vendor information based on SEPTech and Agency agreed upon project plan timeline.
- Agency staff must review and test all Citizen Access configuration and provide feedback to SEPTech based on the agreed upon project plan timeline
  - Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Payment Deliverable 5: Access to confirm Citizen Access functionality such as login/logout, the updated citizen portal pages and sections,
- Payment Deliverable 8: Ability to process payments in ACA

### Acceptance Review Period:

- Five (5) business days. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

## Business Process Automation (Scripting)

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During the Business Analysis sessions, SEPTech will identify opportunities to supplement the Accela Civic Application base functionality via Event Manager Script Engine (EMSE) scripts and Expression Builder to validate and automate business processes. SEPTech will work with Agency to identify desired functionality, and subsequently will assist with prioritizing the needs to determine which business process automation scripts will be selected by the Agency within the scope of this implementation.

Examples of Business Process Automation
<b>Send Contact Emails:</b> Allows the Agency to send an email to contacts to the Applicant to include certain criteria from case.
<b>Record Fee (Standard Record Automation):</b> Allows fees to be applied. Requires calculation of fees to use out of the box fee formulas.
<b>Batch Renewal - About to Expire:</b> Setup daily batch job that looks for records that need to be set to About to Expire.
<b>Batch Renewal – Notifications:</b> Setup of a daily batch job that looks for records that are set to About to Expire and sends notifications for specified periods before the License expires.

Appendix I provides the list of business rule automation scripts available which can be selected. Accela defines Rule Automation as an independent action within the system that supports the processing of the permit/license or inspection. Rule automations are triggered based on user events (and associated configurable parameters) called a User Story. The User Story will define one action based on pre-defined criteria on the business process. For example, the Applicant on the Permit will receive an email if the staff updates the workflow to “Additional Info Required”. The email will include a link to the Applicants application in Accela Citizen Access, where they can login to the online portal to understand what is required. The SOW includes ***a maximum number of ten (10) General Automation Scripts or Expressions and three (3) Batch Script business rules.***

Prior to the development, the Agency will review a design specification document that will be created by SEPTech. The reviewed document will be used as a basis for determining completion and approval of the deliverable.

***Note: Scripting update will not commence until the completion and sign-off of the Solution Foundation (Configuration) deliverable.***

In terms of specific output, the following will be provided for this deliverable:

- Specification document for required Automation
- Demonstration of completed Automations in development or test environments per the specifications document(s)

#### SEPTech Responsibilities:

- Work with Agency staff to identify potential uses of scripting
- Aid the Agency in prioritizing which scripts will be selected from list of standard/most used scripts (Appendix I)
- Deliver a maximum of **ten (10)** general automation and **three (3)** batch jobs
- Update scripts based on the specifications
- Demonstrate functionality of scripts per specifications

#### Agency Responsibilities:

- Prioritize desired functionality to determine which scripts will be selected
- Select the **ten (10)** general automation scripts and **three (3)** batch scripts
- Provide timely and appropriate responses to SEPTech’s request for information
- Verify the Script Specification meets the intended business requirement
- Allocate the time for qualified personnel to test the script for acceptance



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### Acceptance Criteria:

- Demonstration of developed scripts to the Agency

### Acceptance Review Period:

- Five (5) business days. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

## Accela GIS and External Address Parcel Owner Integration

SEPTech will install and configure Accela GIS to link and leverage existing Agency GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Permitting system
- View selection, location, and associated GIS information
- Select one or more parcels and add new applications to the permit system
- Auto-populate spatial attributes for a property in forms (including ACA)

During GIS installation, SEPTech's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela GIS environment.

### SEPTech Responsibilities:

- Install Accela software and perform quality assurance checks on the configuration
- Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Civic Platform system

### Agency Responsibilities:

- Arrange for the availability of appropriate staff for the system installation, setup, testing, and quality assurance throughout the setup process
- If needed, order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by SEPTech
- Provide people and physical resources based on the dates outlined in the project schedule
- Prepare the hardware, software, and network in accordance with the specifications provided by SEPTech
- Provide SEPTech with network access for remote installation and testing
- Provide information and data in the formats specified by SEPTech that will be needed for the GIS implementation

### Acceptance Criteria:

- Access to confirm Accela GIS in development (Support) environment.

### Acceptance Review Period:

- Five (5) Business Days. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

## Data Conversion (EnvisionConnect)

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The SEPTech team is highly experienced in planning for and executing these activities and will work closely with

## Exhibit A

Agency staff to ensure a successful transition of data. Specifically, the SEPTech team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Civic Platform and the quality of that data. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that SEPTech may recommend understanding the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources will begin with Accela's mapping tool.

For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela Civic Platform database. Please refer to the Assumptions section in this SOW for specific assumptions and parameters related to SEPTech's conversion approach. SEPTech will provide a data mapping template which will assist the Agency in the data mapping of Agency's historical data into Accela Civic Platform. Upon completion of the Historical Data mapping document, SEPTech will execute a program(s) to migrate appropriate historical data into Accela Civic Platform.

In terms of specific output, the following will be executed for this deliverable:

- Historical Data Conversion Mapping Document
- Completion of mocks 1 and 2 migrated data into Accela Civic Platform development or test environment.

### SEPTech Responsibilities:

- Work with the Agency to define and document historical data elements that are required for the conversion.
- Assist the Agency with questions related to data analysis and mapping process
- Migrate historical data into the Agency's AA test database environment.
- Data conversion will include up to two (2) conversion loads (mocks) for Agency review.

### Agency Responsibilities:

- Provide historical data in acceptable formats (formats to be provided by SEPTech).
- Complete data mapping process of the Agency's historical data utilizing the data mapping template provided by SEPTech
- Provide subject matter experts on the data source to aid SEPTech in identifying key components of the historical data
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Civic Platform.
- Assist in the execution of the data conversion program and provide access to environments as needed

### Acceptance Criteria:

- For each mock conversion, historical data has been converted to Accela Civic Platform testing environment according to the Data Conversion Mapping document.

### Acceptance Review Period:

- Five (5) business days total for each mock conversion

## Reports

Reports are defined as anything that can be printed from the system, including but not limited to, reports, forms, documents, notices, and letters that the Agency wishes to print as identified during the gap analysis phase.

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Additional custom reports can be contracted at approximately 16 - 40 hour per report. In terms of specific output, the following will be executed for this deliverable:

In terms of specific output, the following will be executed for this deliverable:

### SEPTech Responsibilities:

- Surcharge Transmittal Report and Annual Single Fee Summary
- In addition to the Surcharge Transmittal Report and Annual Single Fee Summary, SEPTech will modify with Agency Logo and Fonts (where available) a maximum of **four (4)** standard Accela reports (Permit, Inspection, Daily Time and Activity, and Invoice)
  - These reports will be developed using either the Accela Ad-Hoc Report Writer included with the Accela Civic Platform or SQL Server Reporting Service (SSRS). These custom reports, whether developed with Accela Ad-Hoc Report Writer or SQL Server Reporting Service (SSRS), will be deployed in the Report Manager for use within the Accela Civic Platform
- In addition to the above reports, Environmental Health Civic Application has over 25 reports included out of the box that can be modified by the Agency, or by SEPTech on a Time and Materials cost basis or via fixed price change order. Cost to be determined but expected to be nominal based on limiting changes to the reports' functionality.

### Agency Responsibilities:

- Provide existing report examples that can be used as the basis for the modification of the listed reports
- Make available the appropriate key users and content experts to participate in the report review

### Acceptance Criteria:

- Review and approval of developed reports
- Each reports will be invoiced upon completion of the review and approval

### Acceptance Review Period:

- Three (3) business days for each delivered report. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

## California Environmental Reporting System (CERS) Integration

The California Environmental Reporting System (CERS) is the statewide web-based system that supports the electronic exchange of required Unified Program information among businesses, local governments and the U.S. EPA. Assembly Bill 2286 (Feuer) Opens a New Window, effective January 1, 2009, requires all Unified Program regulated businesses and local regulating Unified Program Agencies (UPAs), to report and submit mandatory Unified Program information electronically, through CERS or a local UPA portal.

### SEPTech Responsibilities:

- CERS interface will be used as available out of the box functionality. *There is No SEPTech effort included for this interface and its associated functionality.*

## Accela Mobile Configuration

Using Accela Mobile, a Agency inspector will be able to perform activities in either wireless or store/forward mode.

### SEPTech Responsibilities:

- SEPTech will configure the Accela Mobile application for the ability to result inspections in the field.

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- SEPTech will perform the configuration tasks required to ensure Accela Mobile interfaces with Accela Automation.

### Agency Responsibilities:

- Provide timely and appropriate responses to SEPTech's requests for information.
- Acquire and configure mobile devices for Windows.

### Acceptance Criteria:

- Access to confirm Accela Mobile Office has been configured for Inspectors to complete and result Inspections in the Test environment.

### Acceptance Review Period:

- Five (5) business days. If issues are raised within the Acceptance Review Period, the milestone is considered approved after those issues have been satisfactorily addressed, else the milestone is considered approved at the completion of the Acceptance Review Period.

## Training

This Deliverable includes the delivery by SEPTech of:

- **Civic Platform Core Team Training** – up to 2.5 days, 15 max attendees. Core team training will be conducted prior to the gap analysis workshops.
- **Civic Platform Admin Usage** – up to 2.5 days, 10 max attendees.
- **Accela Citizen Access** – up to 1 day, 12 max attendees.
- **Accela Mobile** – 2 sessions up to 4 hours each session, 12 max attendees per session.
- **Ad-Hoc Reporting** – up to 4 hours, 7 max attendees.
- **Train the Trainer** – up to 4 days, 7 max attendees. Train the Trainer will be conducted directly after User Acceptance Testing (UAT)

Training should be coupled with the Agency delivering supplementary user training to its staff using the core Use Cases documented in the Gap Analysis Document. Accela recommends the Agency adopt the “80/20 rule” for training, focusing the majority of their training on 80% of what the Agency normally does operationally. The recommended supplementary training conducted by the Agency can utilize business experts from each area to train on all aspects of their configuration.

### SEPTech Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Conduct the training sessions as listed in this SOW.

### Agency Responsibilities:

- Identify Agency resources who will receive the training and who have the skills to perform as “trainers”, if required.
- Provide the Accela Success Community website to the staff users who will require the online training content.
- Ensure that users are proficient in using PCs as a prerequisite before accessing the online training content.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.
- Provide suitable Agency facilities to accommodate various training classes including quiet, private classrooms or conference rooms, laptops or terminals, internet connectivity and sufficient bandwidth. Provide mobile devices for training of mobile capabilities.
- Schedule appropriate Agency staff participants and meeting locations for training activities
- Provide timely and appropriate responses to SEPTech requests for information.

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### Acceptance Criteria:

- Each training session will be invoiced upon the completion of each training session as listed in this SOW

### User Acceptance Testing, “UAT”

Agency will conduct the User Acceptance Testing “UAT”.

SEPTech will provide consulting and guidance to Agency to assist in the testing and validation of the solution and its readiness to be migrated to production for active use.

SEPTech will provide support, answer questions and address issues discovered during the configuration review. It should be noted that it is critical that the Agency devote ample time and resources to this effort to ensure that the system is operating properly and ready for the move to production. The testing effort will require a significant time investment by the Agency, in a short time duration, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e. functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

UAT is limited to *two (2) weeks (10 business days)* of testing inclusive of resolution of Critical Issues. If resolution of Critical Issues extends beyond UAT period, the testing period will be extended similarly.

If the Agency does not devote adequate time and staffing to this effort in order to completely test the solution, SEPTech may opt to postpone go-live at the Agency’s expense. SEPTech will work diligently with Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay.

### SEPTech Responsibilities:

- Provide support, oversight, answer questions and address issues discovered during the configuration review.
- Resolve all Critical and High Issues that are within the SOW scope and signed off deliverables.
  - Medium and Low defects should be resolved by the Agency as they are expected and encouraged to begin taking ownership of the solution in preparation for post go-live. These updates should be closely coordinated between the Agency and Accela teams so that no unexpected issues or changes are introduced with the resolution of these Medium and Low defects. Requested changes to the system must be managed through the Change Management process and should not be treated as defects

### Agency Responsibilities:

- Participate in user acceptance testing as defined and managed by Agency.
- Develop the User Acceptance Test Plan and Test Scripts. SEPTech will provide guidance and suggestions for Best Practices
- Ensure ample test data is entered into the system for testing purposes.
- Test the system

### Acceptance Criteria:

- Completion of UAT to resolve Critical or High Issues.

### Defect Severity Definition:

- **Critical:** The defect affects critical functionality. It does not have a workaround. Example: Unsuccessful installation, complete failure of a feature.
- **High:** The defect affects major functionality. It has a workaround but is not obvious and is difficult. Example: A feature is not functional from one module, but the task is achievable if 10 complicated indirect steps are followed in another module/s.

## Exhibit A

### Acceptance Review Period:

- If no Critical or High defects are raised within the Testing Period, the milestone is considered approved by the Agency.

### Pre-Production & Post Go-Live Production Support

Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily Agency usage. If the project gets delayed for any reason SEPTech will work with the Agency to decide on the best, Go-Live date. The date will be agreed to by both SEPTech and the Agency at project inception. It may be altered only by change order agreed to by both parties.

### SEPTech Responsibilities:

- SEPTech will provide resources to support the move to Production effort.
- Pre-Production Go-Live Support is limited to **One (1) Week (5 business days)**
- With assistance from the Agency, SEPTech will lead the effort to transfer the system configuration and any required configuration data from Support to Production.
- SEPTech will assist the Agency in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.
- SEPTech will perform one (1) final production data conversion.
- Go-Live date must take place within three (3) calendar weeks of the completion of UAT. Any changes to this date must be agreed to by both parties in writing.
- SEPTech will provide **two (2) weeks (10 business days)** of remote post go-live production support

### Agency Responsibilities:

- Provide technical and functional user support for pre- and post-production planning, execution, and monitoring.
- Development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.

### Acceptance Criteria:

The definition of “Go Live” is that the Accela software is up and running in the Production environment. If a Agency moves to Production, i.e., “Goes Live” it is deemed to have accepted the product (see “Acceptance” in Services Agreement) and shall comply with any payment obligation for “Move to Production”, “Go-Live” and / or “Acceptance”

## Exhibit A

### Appendix I

#### Business Rules Automation - General Automation and Expressions Scripts

Script Number	Business Rule Script	User Story Short Title	User Story Brief Description
1	Record Automation	Prevent Application Creation and/or Workflow Task updates without attached Documents	Get list of record types and documents from Agency
2	Record Fee (Standard Record Automation)	Fees - Application	Add fees at Application Creation in Citizen Portal. Application cannot be created without the fees being paid. In AA - Fees are added at record creation. Workflow Task Application Review cannot be updated to Completed without a 0 balance.
3	Record Fee (Standard Record Automation)	Fees - Renewal	Add fees at Renewal Record Creation in Citizen Portal - or if Batch Script 5 is used - add fees when Renewal Record is created by batch script. Renewal Record cannot be submitted for review without the fees being paid. In AA - Fees are added at record creation. Workflow Task Permit Renewal cannot be updated to Renewed without a 0 balance.
4	Record Automation		
5	Form Level Validation (expression)	Required Fields - Workflow	Plan Review - Cannot Proceed without certain fields being populated by the AGENCY - usually the Risk field and the Program Element Field.
6	Form Level Validation (expression)	Application Name populated by DBA	Copy the Custom Field "DBA" to the Application Name on the Application Record
7	Send Contact Emails	Email requesting Additional Information or Revisions Required	Whenever any Workflow Task is given the status of "Additional Information Required" send an email to the contacts on the record with the Comments in that Workflow Task. When a document is uploaded in Citizen Portal, change the status of the workflow task to "Additional Information Received"
8	Form Level Validation (expression)		
9	Inspection Scheduling	First Inspections	When the Workflow Task "Pre-Operational Inspection" has a status of "Ready for Inspection" schedule an Inspection 30 days after plan review approval Status Date for an operational inspection - All Application Record Types
10	Record Automation	Permit Issuance on Workflow	When the application is approved (Workflow Task "Application Approval" has the Status "Complete") and fees paid with a 0 balance on the application record, create the Permit Record. Set the Expiration Status to 1 year from the approval date
11	Send Contact Emails	Permits Issued	When the Permit is created - Email a copy to the contact types - "Facility Owner" and the "Applicant" and Permit Records are put into set so that they can be printed out and sent to the Record Address. Attach the report to the Permit Record - so it will be available for download from Citizen Portal
12	Inspection Scheduling	First Inspection on Permit - Subsequent Inspections	When the Permit is created - schedule the first routine inspection based on the "Inspection Based on Risk" Tab. From that point going forward - Schedule the next Inspection based upon custom field (Risk) and record type when a routine inspection is completed.
13	Send Contact Emails	Inspection Results	When an Inspection is resulted, send an email to all the contacts on the Permit or Application record with a copy of the Inspection Report.
14	Inspection Automation	Required Re- inspections	If inspection has failed (Required Reinspection Status/ Not Approved) schedule a follow-up inspection 30 days default but provide Custom Field in checklist to manually update reinspection date.
15	Send Contact Emails	License Renewal on Renewal Record "Renewed"	When the Renewal Record has a status of "Renewed" or if the Fees are paid on the Renewal Record, Update the status for Permit or License, reset the expiration date, email a copy of the new permit certificate to the Facility Owner contact, put the Permit Record into a set so that a report can be run against the set to print the permit certificate. Attach a copy of the Permit report to the Permit record
16	Renewal Issuance		
17	Record Fee (Standard Record)	Calculate Penalty Fees	Based on the Expiration Date - Calculate the penalty fees or late fees for the Food Establishment Health Permit Renewal -

## Exhibit A

	Automation)		EnvHealth/Food/Retail/Food Facility/ Renewal and EnvHealth/Food/Retail/ Grocery/Renewal - Retail Market Permit Renewal. When Renewal Record is created, based on the number of days the record is created past the expiration date the Penalty Fees will be added.
18	Record Fee (Standard Record Automation)	Renewal Information	Copy the ASI from the Permit to the Renewal. Contact submitting Renewal Record can be updated/changed custom fields resulting in the appropriate fees. Fees for the renewal will reflect the changes and, if applicable. After Renewal Record is reviewed and approved, update the parent record (the Permit/License) Custom fields with the Renewal Custom Fields to reflect the "new" Permit status. Do not update the Program Element field on the Permit.
19	Record Automation		
20	Inspection Automation	End Date = Expiration Date	Set Expiration Date to "End Date" on the Permit for temporary and special event records. Schedule inspection for "Start Date"

### Business Rules Automation - Batch Scripts

Script Number	Business Rule Script	User Story Short Title	User Story Brief Description
1	Expiration Batch	Annual Fees - using a Renewal Record	When the Permit is about to expire (45 Days prior to expiration) Email to Accounts Payable will be sent information that Renewal is Due. The email template will tell them that they need to renew and include 'hard coded' information on the renewal amount (Link to an online site with all fee information) - The Permit record will be added to an About to Expire Set - so mailing address labels can be printed out. Add record to a set so that a report (for paper) can be printed and mailed. (See 5 for enhanced scripting.)
	Send Contact Emails		
2	Expiration Batch	Expired Records Delinquent Fees - using a Renewal Record - 30 Days	When the Permit is has expired - Set Expiration Status on the Permit to Expired. If Delinquent fees are required, Calculate the Penalty Fee Based on "Late Fee Calculations" documentation and add it to the Renewal record at record creation - so that it can be paid in Citizen Portal/AA, Add to Set "Expired" so that a report (for paper copies) can be printed and mailed.
3	Expiration Batch	Expired Records Delinquent Fees - using a Renewal Record - 60 Days	When the Permit is has expired - Set Expiration Status on the Permit to Expired. If Delinquent fees are required, Calculate the Penalty Fee Based on "Late Fee Calculations" documentation and add it to Renewal record at record creation - so that it can be paid in Citizen Portal/ AA, Add to Set "Expired" so that a report (for paper copies) can be printed and mailed.
4	Expiration Batch	Expired Records Delinquent Fees - using a Renewal Record - 90 Days	When the Permit is has expired - Set Expiration Status on the Permit to Expired. If Delinquent fees are required, Calculate the Penalty Fee Based on "Late Fee Calculations" documentation and add it to the Renewal record at record creation - so that it can be paid in Citizen Portal/AA, Add the Renewal Record to Set "Expired" so that a report (for paper copies) can be printed and mailed.
5	Expiration Batch	Create Renewal Records - at "About to Expire Date" with Calculated fees	Create the Renewal Records at "About to Expire Date" with the fees calculated. The Email that is sent out can have the invoice attached. Note - this only works if there are no fields required to be updated every year (like Annual Gross Receipts). When fees are paid in Citizen Portal - update status of Renewal Record to "Submitted". Renewal Records with payment/ 0 Balance will be identified with a Filter named "Ready for Renewal Review" if review of the Renewal Records is required. Or to Renewed - if no Agency review is required.



## Exhibit B

### Insurance Requirements

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the Agency's right of indemnification from SEPTech or any third parties, SEPTech shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. SEPTech shall maintain the Insurance Policies throughout the term of this Agreement.

B. SEPTech shall deliver an Endorsed Additional Insured page from SEPTech's insurance carrier to the Agency's Risk Manager guaranteeing said coverage to the Agency prior to the execution of this Agreement. SEPTech 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 the Insurance Policies or proof of the same 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 Agency may have under the law.

C. Endorsement of Policies. SEPTech shall cause each of the Insurance Policies to be endorsed designating the Agency 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.

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

E. Insurance Limits. SEPTech shall obtain the insurance policies in the amounts set forth below, unless the Agency's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

1. Commercial General Liability covering bodily injury, personal injury and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. SEPTech shall cause the policy to be endorsed to waive the insurer's subrogation rights against the Agency.

4. Professional Liability covering SEPTech's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. Rating of Insurers. SEPTech shall obtain insurance 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 upon prior approval of the Agency's Risk Manager.

G. Notice of Cancellation to the Agency and Payment of Premiums. SEPTech shall cause each of the above insurance policies to be endorsed to provide the Agency with thirty (30) days' prior written notice of cancellation. The Agency 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 SEPTech to furnish insurance during the term of this Agreement.

## COUNTY OF KINGS PURCHASING DEPARTMENT SOLE SOURCE JUSTIFICATION

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

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

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

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

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value \$

- b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Departments needs and is not available in comparable products/service providers.

- c. The requested product or service is one with which I (or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.

- d. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary. *SEP Technology is the sole provider for Accela Software Migration.*

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

4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase.

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

Signature

Printed Name and Title

Date

*[Handwritten Signature]*

*Troy Hammond, Evaluator* *Evan Jones, Purchasing Manager* *3/3/2022*

Purchasing Manager: Approved as written  Rejected  Signed Evan Jones 3/3/2022

Evan Jones, Purchasing Manager





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 22, 2022

**SUBMITTED BY:** Department of Public Health – Rose Mary Rahn/Heather Silva/Everardo Legaspi

**SUBJECT:** SOFTWARE HOSTING AGREEMENT WITH ACCELA, INC

**SUMMARY:**

**Overview:**

The Kings County Department of Public Health, Division of Environmental Health Services is requesting authorization to enter into a professional service agreement with Accela, Inc. to upgrade the Division's outdated software.

**Recommendation:**

**Approve the professional services agreement with Accela, Inc. for software modernization services.**

**Fiscal Impact:**

There is no fiscal impact to the County General Fund. The total cost for the Accela software modernization services contract is expected to be no more than \$176,336 over three years. \$57,050 for the first year, \$58,762 for the second year and \$60,525 for the third year. This cost has been allocated for Fiscal Year 2021-2022 Environmental Health Services under budget 411500.

**BACKGROUND:**

Environmental Health Services (EHS) currently maintains an older version of the Accela software, Envision Connect Suite Software. This application is actively being phased out and replaced with a newer generation of software, Accela Civic Platform.

The new Accela Civic Platform will improve the integration with state reporting systems that EHS staff utilizes on a daily basis. With this upgraded version, we have the potential to move into a digital service delivery model, where permit applications and payment service options for the public will be possible through an online portal. The upgrade will also enhance configuration requirements to automate certain functions for more efficient use of

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **SOFTWARE HOSTING AGREEMENT WITH ACCELA, INC**

**March 22, 2022**

**Page 2 of 2**

the software by EHS staff, including enhanced reporting capabilities under each of the regulated programs: Food, Certified Unified Program Agency (CUPA), Hazardous Materials, Recreational Health, Housing, Drinking Water, Body Art, Medical Waste, Solid Waste and complaint tracking. At the management level, enhanced monitoring of daily service activities, data entry and billing records will also have enhanced tools to support the needs of our division and continue to improve our public service.

This agreement has been reviewed and approved by County Counsel.



2633 Camino Ramon, Suite 500  
San Ramon, CA, 94583

Proposed by: Brad Jacobs  
Contact Phone:  
Contact Email: bjacobs@accela.com  
Quote ID: Q-25417  
Valid Through: 1/3/2022  
Currency: USD

## Order Form

### Address Information

#### Bill To:

Kings, CA - County of  
330 Campus Dr  
Hanford, California 93230-5905  
United States

#### Ship To:

Kings, CA - County of  
330 Campus Dr  
Hanford, California 93230-5905  
United States

Billing Name: Troy Hommerding  
Billing Phone: 559.852.2627  
Billing Email: troy.hommerding@co.kings.ca.us

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 1	4/1/2022	3/31/2023	12	\$6,338.87	9	\$57,049.86
<b>TOTAL:</b>							\$57,049.86

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 2	4/1/2023	3/31/2024	12	\$6,529.04	9	\$58,761.36
<b>TOTAL:</b>							\$58,761.36

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 3	4/1/2024	3/31/2025	12	\$6,724.91	9	\$60,524.20
<b>TOTAL:</b>							\$60,524.20

**Pricing Summary**

Period	Net Total
Year 1	\$ 57,049.86
Year 2	\$ 58,761.36
Year 3	\$ 60,524.20
<b>Total</b>	<b>\$ 176,335.42</b>

**Additional Terms:**

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.

2. This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at <https://www.accela.com/terms/> will govern as applicable, based on the Customer's purchase.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If Customer has a prior agreement with Accela, and this purchase is co-termining with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

<b>Signatures</b>	
<b>Accela, Inc.</b>	<b>Customer</b>
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:





## ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "**Agreement**") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "**Effective Date**") by and between Accela, Inc. and the entity identified in such Order ("**Customer**").

### 1. DEFINITIONS.

1.1 "**Accela System**" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "**Aggregate Data**" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "**Authorized User**" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "**Consulting Services**" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. The current Consulting Services Policy is available at [www.accela.com/terms/](http://www.accela.com/terms/).

1.5 "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "**Documentation**" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "**External Users**" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "**Intellectual Property Rights**" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "**Order**" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "**Service Availability Policy**" means the Service Availability and Security Policy located at [www.accela.com/terms/](http://www.accela.com/terms/).

1.11 "**Subscription Services**" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "**Software**" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.



1.13 “**Support Services**” means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at [www.accela.com/terms/](http://www.accela.com/terms/).

1.14 “**Subscription Period**” means the duration of Customer’s authorized use of the Subscription Services as designated in the Order.

## 2. USAGE AND ACCESS RIGHTS.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer’s internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at [www.accela.com/terms/](http://www.accela.com/terms/) or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela’s detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.



2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

### 3. PAYMENT TERMS.

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "**Taxes**"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. CONFIDENTIALITY. As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

### 5. CUSTOMER DATA.



5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

## 6. **WARRANTIES AND DISCLAIMERS.**

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4 Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION**. Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs,



damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

**8. LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**9. SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

**10. THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("**Third Party Services**") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Subscription



Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

## 11. TERM AND TERMINATION.

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed [www.accela.com/terms/](http://www.accela.com/terms/).

11.5 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

## 12. GENERAL.

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.



12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction is the State of California and venue is Kings County, California.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer’s use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement, unless disclosure is required by law.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer’s purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below.

**ACCELA, INC.**

**CUSTOMER:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM March 22, 2022

**SUBMITTED BY:** Department of Public Health – Rose Mary Rahn / Heather Silva

**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 \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

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