

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, November 1, 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 ❖ bosquestions@co.kings.ca.us ❖ website: <https://www.countyofkings.com>

The meeting can be attended telephonically, on the Internet by clicking this link:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mb2ea559ac4a8b99782998ed8187fb961>

or by sending an email to 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.

***WebEx will be available for access at 8:50 a.m. ***

Members of the public who wish to view/observe the meeting virtually can do so via the worldwide web at:

www.countyofkings.com and click on the "Join Meeting" button or by clicking this link:

<https://youtu.be/xOphOR2n3Q>

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

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. Email is not monitored during the meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE

II. **EMPLOYEE RECOGNITION – Carolyn Leist**
Acknowledge employees that have completed various milestones of County Service.



- III. 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.
- IV. APPROVAL OF MINUTES**

 - A. Report out of Closed Session from the regular meeting for October 25, 2022.
 - B. Approval of the minutes from the regular meeting for October 25, 2022.
- V. CONSENT CALENDAR**

 - A. **Administration:**
 - 1. a. Consider approving an Agreement with Kofile Technologies, Inc. for professional services to perform preservation of record books and documents;
 - b. Approve an Agreement with Kofile Technologies, Inc. for professional services to develop and maintain an electronic database for historic documents.
- VI. REGULAR AGENDA ITEMS**

 - A. **Assessor/Clerk/Recorder – Kristine Lee**
 - 1. Consider approving the Joint Exercise of Powers Agreement of the California County Assessors’ Information Technology Authority.
 - B. **Behavioral Health Department – Lisa Lewis/UnChong Parry**
 - 1. Consider approving the Agreement with iHeartMedia, Incorporated to provide media marketing services retroactively effective from July 1, 2022, through June 30, 2023.
- VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**
On their own initiative, Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).

 - ◆ Board Correspondence
 - ◆ Upcoming Events
 - ◆ Information on Future Agenda Items
- VIII. CLOSED SESSION**

 - ◆ **Workers Compensation: (1 Case) [Govt. Code Section 54956.95]**
 - ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(1)]**
- IX. ADJOURNMENT**
 The next regularly scheduled Board of Supervisors meeting will be held on Tuesday, November 8, 2022 at 9:00 a.m.
- X. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING**

FUTURE MEETINGS AND EVENTS		
November 8	9:00 AM	Regular Meeting
November 15	--	Regular Meeting Canceled – Board members participating in CSAC Annual Meeting
November 22	--	Regular Meeting Canceled – Board members participating in CSAC Annual Meeting
<p><i>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.</i></p>		



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 1, 2022

SUBMITTED BY: Human Resources – Carolyn Leist

SUBJECT: COUNTY SERVICE AWARDS PRESENTATION

SUMMARY:

Overview:

The Kings County Service Awards Program has been in place since 1977 to recognize the full-time employment service of County employees. Service awards are presented to employees after five (5) years of continuous full-time service, and in increments of five (5) years thereafter.

Recommendation:

Acknowledge employees that have completed various milestones of County Service.

Fiscal Impact:

The Adopted Fiscal Year 2022-23 Budget includes \$17,000 in the Human Resources budget for the provision of various cash and memento awards for eligible employees.

BACKGROUND:

Public service is a calling and a privilege that involves a dedication of purpose on the part of the people that strive daily to add value to their community. There has been a Kings County Service Awards Program since 1977. It was established in order to recognize publicly the length of quality service that employees have provided to the citizens of Kings County. At the end of each fiscal year, the Human Resources Department identifies those employees who became eligible to receive service awards during the previous fiscal year. Each eligible recipient receives a certificate indicating the number of years of service that have been completed. Each awardee is also permitted to select an award to which they are entitled based on years of service completed. Awards are provided in the form of either cash, or a memento based on the years of qualifying service. At this meeting, employees from the following departments will be recognized:

- | | | |
|------------------------|-------------------|---------------|
| Ag. Commissioner | District Attorney | Library |
| Behavioral Health | Fire | Public Health |
| Child Support Services | | |

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.

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 Action Summary

Date: Tuesday, October 25, 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 ❖ bosquestions@co.kings.ca.us ❖ website: <https://www.countyofkings.com>

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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
JOE NEVES, RICHARD VALLE, DOUG VERBOON, CRAIG PEDERSEN, RICHARD FAGUNDES

- II. **EMPLOYEE RECOGNITION – Carolyn Leist**
Acknowledge employees that have completed various milestones of County Service.



III. **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.

Rosa Sierra, Kings County resident stated that she attended a Behavioral Health community meeting in Avenal and during the presentation she questioned why only telepsychiatry was offered during the pandemic, when front line, medical, agriculture workers and prison employees all worked through COVID and stated that she was treated dismissively and unprofessionally by a Behavioral Health professional with no thought of how those words would affect someone.

Lupe Villa, Kings County Registrar of Voters stated that an error was found on ballots mailed to 133 Kings County residents, the department reprinted the affected ballots and mailed them to the residents with a letter advising of the mistake and next steps. Staff has received calls from four of the affected voters and will be isolating the already received ballots from them to make sure that the corrected ballot is counted in the election. He stated that voting centers will be opening starting this weekend and all will be open by November 5, 2022, for the election.

IV. **APPROVAL OF MINUTES**

A. Report out of Closed Session from the regular meeting for October 18, 2022.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their October 18, 2022 meeting.

B. Approval of the minutes from the regular meeting for October 18, 2022.

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

V. **CONSENT CALENDAR**

A. Agriculture Department:

1. Consider approving a Cooperative Agreement with the California Department of Food and Agriculture for the enforcement of laws and regulations pertaining to industrial hemp cultivation in Kings County retroactively effective from July 1, 2022 through June 30, 2024. **[AGMT 22-193]**

B. Community Development Agency:

1. a. Consider finding that Notices of Non-Renewals are Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review;
- b. Consider approving the Notices of Non-Renewals for the following contracts: Land Conservation Contract Numbers 547, 641, 875, and 884, and Farmland Security Zone Contract Number 164.

C. Human Services Agency:

1. a. Consider approving the Memorandum of Understanding with the California Department of Social Services for access to The Work Number employment and income verification service;
- b. Consider authorizing the Human Services Agency Director to sign the Memorandum of Understanding with the California Department of Social Services for access to The Work Number employment and income verification service. **[AGMT 22-194]**

D. Department of Public Health:

1. Consider approving an Agreement and subsequent certifications with the California Department of Public Health for the Disease Intervention Specialist Workforce Development Grant retroactively effective from July 1, 2021, through December 31, 2025. **[AGMT 22-195]**

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



VI.

REGULAR AGENDA ITEMS

A. Assessor/Clerk-Recorder – Kristine Lee

1. Consider approving the Memorandum of Understanding with the California Department of Justice for the Electronic Recording Delivery System. **[AGMT 22-196]**

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

**B. Administration - Edward Hill/Domingo Cruz
Public Guardian/Veteran's Services Office – Scott Holwell**

1. a. Consider adopting a Resolution in support of Operation Green Light for veterans from November 7, 2022, through November 13, 2022. **[RESO 22-067]**

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

C. Administration - Edward Hill/Melissa Scheffel

1. Consider approving the revised cemetery district American Rescue Plan Act funding project.

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

D. Department of Public Health – Rose Mary Rahn/Heather Silva

1. Consider adopting a resolution proclaiming October 2022 as Breast Cancer Awareness Month in Kings County. **[RESO 22-068]**

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

2. a. Consider reducing the frequency of Board of Supervisor Public Health updates regarding COVID-19 and other communicable disease within the county;
b. Take other action as deemed necessary.

ACTION: THE BOARD BY CONSENSUS STATED THAT ONCE A MONTH UPDATES WOULD BE SUFFICIENT UNLESS THE NEED ARISES FOR ADDITIONAL UPDATES.

E. Information Technology Department – John Devlin

1. a. Receive information on Senate Bill 156 and the potential impact for Kings County;
a. Directing staff to take actions as deemed necessary for the implementation of Senate Bill 156;
c. Approve a Letter of Support for any project or action necessary for implementation;
d. Authorizing the Chief Information Officer to sign any paperwork required to implement any Board-approved Senate Bill 156 project pending County Counsel approval.
e. ***Include non-populated areas or non-census designated areas in plans to expand access to internet service.***

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

VII. 10:00 AM

PUBLIC HEARING

A. Human Services Agency – Wendy Osikafo/Esam Abed

1. a. Conduct a public hearing to receive comment on the Plan that outlines how Permanent Local Housing Allocation funds will be used;
b. Consider adopting a Resolution authorizing the Kings County Human Services Agency to apply for the Permanent Local Housing Allocation program with the California Department of Housing and Community Development.

Chairman Neves opened the public hearing, no testimony was received, and the public hearing was closed.

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



VIII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Pedersen stated that he attended the San Joaquin Valley Unified Air Pollution Control District meeting.

Supervisor Verboon stated that he was in Arizona with family over the weekend.

Supervisor Valle thanked Bobbie Wartson, Kings Commission on Aging Director for reopening the Avenal Senior center and hosting the "Elvis" show for everyone to enjoy.

Supervisor Fagundes stated that he attended the Kings Commission on Aging meeting

Supervisor Neves stated that he announced the Lemoore High School volleyball games, attended the Pink Passion picnic, attended the Kings View facility tour, attended the Master Plan for Aging meeting, attended the CalViva meeting, attended the Kings Partnership for Prevention meeting, attended the South Fork Kings meeting, attended the Kings County Friends of the Library book sale, cooked at the Stratford Portuguese Hall fundraiser, attended the Behavioral Health Advisory committee, attended the Kings County Historical Society meeting and the Kings County Sheriff Dave Robinson was the guest speaker.

- ◆ **Board Correspondence: Edward Hill stated that the Board received correspondence from Paul J. Yoder & Karen Lange of Shaw Yoder Antwih Schmelzer & Lange dated October 17, 2022, regarding CMSP Governing Board County Supervisor Position for Group 2 Counties. The Board received correspondence from the California Department of Tax and Fee Administration regarding services offered by this organization. The Board received correspondence from the California Department of Toxic Substances Control regarding a community survey about their facility. The Board received correspondence regarding the California Forest Stewardship Program. He stated that Administration received correspondence from the Department of Water Resources approving our Request for an Exemption to the single-year limit on Transfers or Exchanges of Article 56 Carryover Water Supply for the Kettleman City water purchase from the Mojave Water Agency which your Board approved on October 11, 2022.**
- ◆ **Upcoming Events: Edward Hill stated that the Rock the Purple Luncheon will be held at First Baptist Hanford on October 27, 2022, from 12:00 p.m. – 1:30 p.m. Speakers will include a survivor of Domestic Violence and a therapist will briefly discuss self-care for both survivors and service providers. This is a FREE event that is hosted by Kings County District Attorney Victim Witness. The Kings County Economic Development Corporation & Job Training Office "Annual Dinner" will take place on Thursday, October 27, 2022, from 6:00 p.m. – 9:00 p.m. The event will have a Kentucky Derby theme and take place at The Fairgrounds in Hanford. The City of Avenal will be hosting a "Trunk or Treat" on October 28, 2022, from 5:00 p.m. – 8:00 p.m. at the Vets Hall Parking Lot in Avenal. There will also be a Halloween Dance. Kings County Animal Services will be hosting a Halloween Spooktacular on October 29, 2022, from 6:00 p.m. – 8:00 p.m. at 10909 Bonneyview Lane in Hanford. This is a free family friendly event with food vendors, booths and much more. The Animal Shelter will be providing Free microchips. Personalized pet tags will also be available for \$5. Dogs are welcome however must be on a leash. The Kings County Board of Realtors will host its Annual Golf Tournament on November 7, 2022, at the Kings Country Club in Hanford with proceeds benefitting the Kings County Sheriff's K-9 Unit. There will be a shotgun start at 10am and the format is a 4-man scramble. Team registration is \$1,000. There will be Food, drinks and raffles & prizes. The 5th Annual Santa Rosa Rancheria Charity Golf Tournament in support of SRR Youth Services will take place on Monday, November 14, 2022, at the Lemoore Golf Course. There will be a shotgun start at 10:00 a.m. and the format is a 4-man**



scramble. Team registration is \$2,000. Hanford Parks and Recreation is hosting the Holiday Boutique at the Hanford Civic Auditorium on November 19 & 20, 2022 from 10:00 a.m. – 5:00 p.m. There will be handmade crafts and commercial vendors.

- ◆ Information on Future Agenda Items: Edward Hill stated that the following items would be on a future agenda: Administration – Agreement with Kofile Technologies, Inc for Board of Supervisors Archival Book project; Assessor/Clerk-Recorder – Joint Exercise Of Powers Agreement of the California County Assessors' Information Technology Authority; Behavioral Health – Agreement with iHeartmedia, Inc. for media marketing services; Human Resources – County Service Awards.

IX. CLOSED SESSION

- ◆ **Litigation initiated formally: Title:**
Waggle v. County of Kings, et. al. 21C-0282
[Govt. Code Section 54956.9 (d)(1)]

X. ADJOURNMENT

The next regularly scheduled Board of Supervisors meeting will be held on Tuesday, November 1, 2022 at 9:00 a.m.

<i>FUTURE MEETINGS AND EVENTS</i>		
November 1	9:00 AM	Regular Meeting
November 8	9:00 AM	Regular Meeting
November 15	-	Regular Meeting Canceled - Board members participating in CSAC Annual Meeting
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 1, 2022

SUBMITTED BY: Administration – Edward Hill/Kyria Martinez
Board of Supervisors Office – Catherine Venturella

SUBJECT: AGREEMENT WITH KOFI FILE TECHNOLOGIES INC. FOR PRESERVATION
OF ARCHIVAL RECORD BOOKS AND DOCUMENTS

SUMMARY:

Overview:

The Clerk of the Board is seeking approval for an Agreement with Kofile Technologies, Inc. to perform restoration, preservation, and digitization of over 302,000 pieces of historical documents spanning over 100 years from 1893-1997 in the Board of Supervisors office.

Recommendation:

- a. Approve an Agreement with Kofile Technologies, Inc. for professional services to perform preservation of record books and documents;
- b. Approve an Agreement with Kofile Technologies, Inc. for professional services to develop and maintain an electronic database for historic documents.

Fiscal Impact:

The total allocated amount for the project is \$600,000. Funds for this project are currently budgeted FY 2022-23 in Budget Unit 110900 (American Rescue Plan Act) which was approved by the Board on September 20, 2022.

BACKGROUND:

In 2018 Supervisors Verboon & Pedersen requested the Clerk of Board to pursue a project to restore, preserve and digitize the original ledger books for the County of Kings. Upon that request, staff developed a scope of work for the project but due to estimated costs of the project it was put on hold.

(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

AGREEMENT WITH KOFILTE TECHNOLOGIES INC. FOR PRESERVATION OF ARCHIVAL RECORD BOOKS AND DOCUMENTS

October 18, 2022

Page 2 of 2

In 2021, staff met to reevaluate the project and the possibilities of using ARPA funds to complete the project. Staff drafted the proposal and presented the project to the ARPA committee on August 25, 2022. The project consists of the restoration, preservation, and digitization of 57 books which contain original County of Kings documents created between 1983 to 1997. The project also includes the restoration, preservation and digitization of original documents created by Kings County Sheriffs Office between 1893 and 1941.

On September 20, 2022, the project, along with other ARPA Committee projects, were presented to the Board of Supervisors and the Board approved a total of \$600,000 for the project.

Due to the unique nature of this project and limited vendors in this industry a sole source approval for Kofile Technologies, Inc. was requested and approved by the Purchasing Manager.

These Agreements were approved as to form by County Counsel.

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.

In 2018, at the request of Supervisor Verboon and Pedersen, I started working with Kofile to discuss preservation and digital scanning of our historical books from 1893-1977. I was told the cost was prohibitive at the time and the project was "shelved" until after COVID-19 with ARPA funding available the project was revived and Kofile is the only company currently that preserves these types of media for future generations.

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. Catherine Venturella, Kyria Martinez has been involved, Edward Hill and Diane Freeman on agreement side of project.

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 Catherine Venturella, Clerk of the Board	Date 9/6/2022
Purchasing Manager: Approved as written <input checked="" type="checkbox"/> Rejected <input type="checkbox"/> Signed <u> Evan Jones </u> 9/12/2022 <small>Evan Jones, Purchasing Manager</small>		

COUNTY OF KINGS, STATE OF CALIFORNIA

AGREEMENT FOR SERVICES BETWEEN

THE COUNTY OF KINGS

AND

KOFILE TECHNOLOGIES, INC.

This Agreement (the “Agreement”) is made and entered into on _____ between the County of Kings, a political subdivision of the State of California (“County”); and Kofile Technologies, Inc., a Delaware Corporation with its principal place of business in Texas, licensed to conduct business in the state of California (SoS Entity #3190214) (“Contractor”) (individually a “Party”, collectively the “Parties”).

RECITALS

WHEREAS, County, on behalf of the Clerk of its Board of Supervisors, has a need for restoration, preservation, and digital imaging of certain documents of historic significance to the County,

WHEREAS, Contractor is ready, willing, able, and qualified to provide the required services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM

This Agreement commences upon its full execution by both parties. It terminates upon County’s Board of Supervisors acknowledging completion of all work contained in the Scope of Work attached to this Agreement as **Exhibit A** and receipt of final payment by Contractor, unless otherwise terminated under the terms of this Agreement.

2. SCOPE OF SERVICES

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

3. CONTRACTOR QUALIFICATIONS

Contractor shall faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to County’s reasonable satisfaction. Contractor affirms that it possesses the skills, ability, experience, and talent necessary to perform the work under this Agreement, and County relies upon such attributes.

Contractor affirms that it possesses all necessary and required licensure to perform the services required under this Agreement. Contractor affirms that all such licensure is current and valid, and shall remain such for the term of this Agreement. Such licensure may include, but is not limited to: driver's license, professional license, and permits.

In performing services under this Agreement where there exists by law an established professional standard of care, County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

4. COMPENSATION

A. County shall pay Contractor in accordance with the Pricing Detail table contained within **Exhibit A**. County and Contractor acknowledge that the price identified in the Pricing Detail table for each item is a good-faith estimate based on the presumed condition of the item, and that the actual cost per item may change based on further evaluation by Contractor.

Under no circumstances shall County pay more than **\$526,199.00** for Contractor's services under this agreement, regardless of actual services performed by Contractor, unless Contractor receives prior written approval from County.

B. Invoicing and Payment.

1. Contractor shall invoice County in four equal installments. County will pay 25% of the estimated project total upon execution of the Agreement, two 25% payments at equal periods through the estimated project completion date, and a final payment for balance upon completion of the project.

2. Content of Invoices:

(a) Invoices shall be in a format specified or otherwise approved by County.

(b) Invoices shall be documented in sufficient detail for County's Auditor to determine that funds were expended for the intended purposes of the Agreement. Invoices shall include:

- (1) Descriptions of the service(s) rendered,
- (2) Recipient(s) of services,
- (3) Date(s) and time(s) of services, and
- (4) Charges for services.

(c) Contractor shall support its costs through properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders, receipts, or any other documents pertaining in whole or in part to this Agreement.

3. Contractor shall submit all invoices either by first class mail or electronically. Invoices are to be submitted to:

Kings County
Attention: Clerk of the Board
1400 W. Lacey Blvd., Administration Bldg. #1
Hanford, CA 93230
Catherine.Venturella@co.kings.ca.us

4. County shall pay Contractor within thirty (30) days of County's timely receipt of Contractor's invoice. Invoices will be reviewed and approved by County prior to payment.
5. County will make final payment upon its receipt of the final invoice. Final payment may be held until any necessary termination audit is completed.

5. RECORDS AND INSPECTIONS.

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

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and by the chairman of the County's Board of Supervisors, or their authorized designees.

7. BREACH AND TERMINATION

A. **Preservation of Rights Upon Termination.** The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law, equity, or under this Agreement. County remains obligated to compensate Contractor for work performed through the date of termination subject to any set-off provided for herein.

B. **Termination Without Cause.** Either Party may terminate this Agreement without cause by giving the other Party at least thirty (30) calendar days' prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, County may terminate this Agreement effective immediately.

C. **Termination For Cause.**

1. **Notice of Breach.** This Agreement may be terminated by either Party should the other Party materially breach this Agreement. Upon determining a material breach has occurred, the non-breaching Party shall provide written Notice of Breach to the breaching Party and inform the breaching Party whether or not the breach is able to be cured.

2. **Breach Subject to Cure.**

a. Unless otherwise specifically noted in the Notice of Breach, all breaches shall be presumed to be subject to cure.

b. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further and written notice specifying the date of termination.

c. In the event the nature of the breach requires more time to cure than allowed in the Notice of Breach, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may:

- (1) Terminate the agreement immediately,
- (2) Terminate the agreement effective the date specified in the Notice of Breach, or
- (3) Grant the breaching Party additional time to cure.

d. If Contractor is the breaching Party, County may elect to cure the breach on its own. If County elects to cure the breach on its own, Contractor shall be liable for and bear all expenses County incurs curing the breach.

3. **Breach Not Subject to Cure.** If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate the Agreement, including the date the non-breaching Party intends the Agreement to terminate.

D. **No Waiver of Breach by Forbearance.** In no event will either Party's act of forbearance regarding previous acts by the other Party:

1. Constitute a breach of the non-breaching Party's obligations under this Agreement.

2. Waive the non-breaching Party's future right to assert the breach during the term of the Agreement.
3. Waive either Party's right to assert any future breach.
4. Impair or prejudice any remedy available to the non-breaching Party.

E. **Effects of Termination.** Termination of this Agreement shall not terminate Contractor's obligations or liability to County for any of the following:

1. Damages sustained by County because of Contractor's breach.
2. Contractor's duty to indemnify County, as defined in Section 9 of this Agreement.
3. Contractor's duty to maintain and make available any records pertaining to the Agreement, as described in Section 5 of this Agreement.
4. Contractor's duty to confidentiality, as defined in Section 12 of this Agreement.
5. Contractor's duty to cooperate with any audit.
6. Contractor's subjection to offset.
7. Contractor's duty to report pre-termination contract activities.

8. INSURANCE

A. Contractor shall purchase prior to commencement of work on this Agreement, and maintain during the term of this Agreement, the following types of insurance for the minimum limits indicated:

1. **Commercial General Liability.** Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury, and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.
2. **Automobile Liability.** Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
3. **Workers Compensation.** Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.
4. **Professional Liability.** One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors, and omissions.

B. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier, guaranteeing the coverage above to County. Such page shall be mailed as set forth under Section 19 of this Agreement prior to the execution of this Agreement. In the event Contractor fails to maintain insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

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

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

E. Contractor's purchase and maintenance of the above insurance policies, or any policies in addition to those listed above, does not limit County's right to obtain indemnification from Contractor or any third parties.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

D. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

E. In no event will either Party be liable to the other Party under this Agreement for any claims, penalties, or damages, whether in contract, tort, or by way of indemnification, in an amount exceeding one million dollars (\$1,000,000.00).

F. Under no circumstances will either Party to this Agreement be liable for any incidental, consequential, indirect, punitive, intrinsic value, or special damages arising out of or in connection with this Agreement, however caused and based on any theory of liability.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of County. This Agreement is by and between two (2) independent contractors. It is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint-venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with the provisions of this Agreement and all federal, state, and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, and all health and safety standards set forth by the State of California and by County.

12. CONFIDENTIALITY

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

13. CONFLICTS OF INTEREST

Contractor, its directors, officers, employees, and agents, as well as the immediate family members of such persons, shall not have or acquire any financial interest that conflicts with the rendering of services under this Agreement. Financial interests include, but are not limited to, other projects or independent contracts. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) under its control who may have an actual, potential, or apparent conflict of interest.

Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

14. NONDISCRIMINATION

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

B. During the term of this Agreement, Contractor shall not discriminate against its employees based on any of the statuses listed in subsection A. Discrimination may include, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall likewise not discriminate in the recruitment, selection, or evaluation of subcontractors.

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

with the project shall be subject to copyright in the United States or in any other county. Both Parties acknowledge that documents may be disclosable under the California Public Records Act.

19. NOTICE

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

COUNTY: Catherine Venturella,
Clerk of the Board
1400 W. Lacey Blvd., Administration Bldg. #1
Hanford, CA 93230
Catherine.Venturella@co.kings.ca.us

CONTRACTOR: Angelique Nasser
Account Executive
1558 Forrest Way
Carson City, NV 89706
Angelique.Nasser@Kofile.com

With
Copy to: Legal@Kofile.com

Changes to either Party's designated representative shall be by advance written notice to the other Party. A Party's change of their designated representative under this section shall not require an amendment to this Agreement.

B. Effective Date of Notice.

1. If notice is given by personal delivery, it is effective as of the date of personal delivery.
2. If notice is given by fax, it is effective as of the date of the fax.
3. If notice is given by overnight carrier, it is effective as of the date of delivery.
4. If notice is given by e-mail, it is effective as of the date it was sent.
5. If notice is given by mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties have executed and delivered this Agreement in the County of Kings, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for any action or proceeding, in law or equity, that may be brought in connection with this Agreement. Contractor

waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

21. SEVERABILITY

If a Court of competent jurisdiction finds unenforceable any provision of this Agreement, the remainder shall be enforced, and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections shall survive the termination of this Agreement:

- A. Section 5: Records and Inspections
- B. Section 8: Insurance
- C. Section 9: Indemnification
- D. Section 12: Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

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

24. CONTRIBUTIONS OF BOTH PARTIES

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

25. AUTHORITY

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

26. COUNTERPARTS

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

27. ELECTRONIC SIGNATURES

The Parties may execute this Agreement via electronic means by their respective signatories. The Parties intend such signatures to give rise to a valid, enforceable, and fully effective Agreement.

28. INCORPORATION OF RECITALS AND EXHIBITS

The attached Recitals and Exhibits are fully incorporated into and are integral parts of this Agreement.

29. ENTIRE AGREEMENT

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

REMAINDER OF PAGE

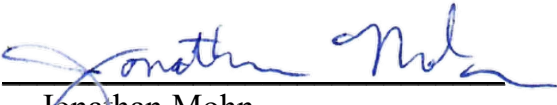
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IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS,

KOFILE TECHNOLOGIES, INC.

By: _____
Joe Neves, Chairman
Kings County Board of Supervisors

By: 
Jonathan Mohn
President


ATTEST:

By: _____
Catherine Venturella,
Clerk of the Board

APPROVED BY RISK MANAGEMENT
AS TO INSURANCE:

By:  10/26/2022
Sarah Poots, Risk Manager

APPROVED AS TO FORM:
Diane Freeman, County Counsel

By: 
Sean Cash
Deputy County Counsel

Exhibits/Attachments:
Exhibit A: Scope of Work

EXHIBIT A

STATEMENT OF WORK

2022 Preservation of Record Books

This **Exhibit A** Statement of Work (“SOW”) is incorporated into and subject to the Agreement of the parties of the provision of Services. To the extent a conflict of terms exists between this SOW and the Agreement, the SOW will control.

A. Records Volumes and Pricing:

Kofile will perform the Services on volumes as assessed by Kofile and outlined in detail in Section C of this SOW. County acknowledges pricing set forth herein is based upon a good faith estimate of record/document volumes and condition. Actual pricing will be based upon actual record/document volumes, condition, and Services to be performed such that actual billing may vary from the estimate provided.

County has identified that it may possess additional records to potentially include in the scope of this project but not yet assessed or provided to Kofile. Upon receipt and performance of intake review of the records to determine condition and volumes, Kofile will provide a written estimate to County. County may elect to accept the additional proposal pursuant to the terms and conditions of this Agreement and SOW by notifying Kofile in writing without need for further amendment of this Agreement.

B. Project Specifications:

1. The parties will cooperate to mutually agree upon a pick-up, delivery and production schedule for completion of the project. County has directed Kofile to use reasonable efforts to afford priority of Services on the County’s books rather than County case files.
2. County will be responsible for:
 - a. Providing reasonable access to the Records and sufficient workspace for Kofile to inventory, pack and load Records. Kofile will provide County with copies of inventory packing lists.
 - b. Providing access and reasonable workspace for the return and delivery of the Records upon project completion.
3. While the Records are in Kofile’s possession, County is guaranteed access to records at no cost. County will be provided prompt access upon receipt of an e-mail or facsimile request to Kofile.

C. Record Preservation -Identified Records

1. Scope of Services Description.

Records receive the following services as appropriate. Each Service includes an identifier (in bold) which is designated in Section D (2) below to indicate which Service specific records will receive.

CASE FILE Pre-Preservation (**Pre-PRV**)—Preparation for Image Capture & Archival Re-housing

- Remove fasteners, such as clips and brads. Surface clean to remove deposits.
- Flatten and humidify sheets, as needed.
- Files return in acid-free file folders & and corrugated archival boxes.

VOLUME PRESERVATION (**PRV**)—Conservation Treatments, Deacidify, Encapsulate, & Bind

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Surface clean sheets to remove materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.

Sheets are mended with either Japanese tissue and methyl cellulose adhesive or Filmoplast® R (an acrylic-based, heat set tissue). Japanese paper used is often Kozo paper, in both natural and white finish because of its strength and transparent nature after application.

- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the “book block” dimensions, with a 1/4” binding margin.
- Re-bind in custom-fitted and stamped Heritage Recorder or Disaster Safe County Binder™. Each binder is manufactured on a per-book basis and sized to 1/4” incremental capacities. A volume may return split due to the added weight of the Mylar, depending on page count. Index tabs are repaired or replaced, as necessary. A dedication/treatment report is included in each binder.

Archival Imaging (IM)—Image Capture, Processing, & Enhancement

- Capture at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Grayscale ensures optimum resolution for each page.
- Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format.
- Image Perfect, Kofile’s proprietary software, ensures the optimum image quality and uniformity with custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing.
- Image cropping, as applicable.
- Images are named (for the directory file structure) by Book, Volume, and Page.
- If requested, annotations (Book, Volume, and Page; or custom) are electronically added on the digital image to assist in record keeping.
- When multiple certificates exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges.
- Multi-level Quality Control (QC) for data and images. Each image is certified and sight checked to ensure there are no missing pages, double feeds, and to account for “A” pages (added to the original).
- The County receives one MASTER (e.g., external hard-drive, thumb-drive DVD, CD) in a medium suitable to the project size. Images delivered via ftp transfer or other electronic format may not be subject to sales tax.

Archival Microfilm (MM)

- Archival silver microfilm is produced in 16mm from the newly processed digital images. Microfilm serves as a security backup for disaster recovery. (Large format images are captured on 35mm, as they cannot compress to 16mm without resolution loss.)
- Microfilm is EPM’s Life Expectancy (LE) 500 years ImageLink. Each box is labeled to identify its contents.

2. Pricing.

Services indicated will be performed on the records at the pricing indicated.

a. Pricing Detail by Records and Level of Service:

KINGS COUNTY BOARD OF SUPERVISORS STATEMENT OF WORK: PRESERVATION OF RECORD BOOKS																
RECORDS SERIES TITLE	VOLUME	DATE	QTY.		LEVEL OF SERVICE	PRICE QUOTE										
			VOLS	PAGES		Pre-PRV (Pre-Preservation)	(PRV) PRESERVE	(IM) IMAGING	(MM) FILM	LINE-ITEM TOTAL						
BOS Minute Books	1 - 31	1893-1975	31	14,878	PRV/IM/MM		\$ 81,829.00	\$ 13,985.32	\$ 892.68	\$ 96,707.00						
Index to Supervisors Minutes	1 - 6		6	2,650	PRV/IM/MM		\$ 14,575.00	\$ 2,491.00	\$ 159.00	\$ 17,225.00						
BOS of Equalization	1 - 2	1893-1974	2	342	PRV/IM/MM		\$ 1,881.00	\$ 321.48	\$ 20.52	\$ 2,223.00						
Minutes		1893	1	120	PRV/IM/MM		\$ 750.00	\$ 112.80	\$ 7.20	\$ 870.00						
Ordinances of Kings County		1922-1957	1	60	PRV/IM/MM		\$ 750.00	\$ 56.40	\$ 3.60	\$ 810.00						
Allowance Books	1 - 4		4	1,917	PRV/IM/MM		\$ 10,543.50	\$ 1,801.98	\$ 115.02	\$ 12,460.50						
Ordinance Books	1 - 2		2	554	PRV/IM/MM		\$ 3,047.00	\$ 520.76	\$ 33.24	\$ 3,601.00						
Commissioners Court Minutes	3		1	490	PRV/IM/MM		\$ 2,695.00	\$ 460.60	\$ 29.40	\$ 3,185.00						
Sheriff's Album		1893	1	250	PRV/IM/MM		\$ 1,375.00	\$ 235.00	\$ 15.00	\$ 1,625.00						
Case Files			55 Boxes	198,000	Pre-PRV	\$ 382,140.06				\$ 382,140.00						
PROJECT TOTAL						TOTAL BY COLUMN	\$ 382,140.06	\$ 117,445.50	\$ 19,985.34	\$ 1,275.66	\$ 520,846.50					
						7.25% ESTIMATED TAX	n/a	n/a	\$ 1,448.94	\$ 92.49	\$ 1,541.42					
						DSB Shelving Units + Installation (2 total @ \$1,650 ea.) + 7.25% ESTIMATED TAX										\$ 3,539.25
						GRAND TOTAL										\$ 525,927.18

COUNTY OF KINGS, STATE OF CALIFORNIA

AGREEMENT FOR SERVICES BETWEEN

THE COUNTY OF KINGS

AND

KOFILE TECHNOLOGIES, INC.

This Agreement (the “Agreement”) is made and entered into on _____ between the County of Kings, a political subdivision of the State of California (“County”); and Kofile Technologies, Inc., a Delaware Corporation with its principal place of business in Texas, licensed to conduct business in the state of California (SoS Entity #3190214) (“Contractor”) (individually a “Party”, collectively the “Parties”).

RECITALS

WHEREAS, County, on behalf of the Clerk of its Board of Supervisors, has a need for the development and maintenance of an electronic database of certain documents of historic significance to the County,

WHEREAS, Contractor is ready, willing, able, and qualified to provide the required services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM

A. This Agreement commences upon execution by all Parties. Unless otherwise terminated under the terms of this Agreement, it shall have a term of two years, which shall commence upon the “go-live” date to be later determined by the Parties.

B. This agreement grants County the option to extend the Agreement for three additional one-year terms on the same terms and conditions. Extensions shall be automatic unless County provides Contractor written notice of its intention not to exercise the option at least 30 days prior to the expiration of the current term.

C. No less than 120 days prior to the termination of the final extension authorized by this Agreement, Contractor shall advise County of the pending expiration of the Agreement.

2. SCOPE OF SERVICES

County hereby engages Contractor, and Contractor shall do, perform, and carry out the services as set forth in the Scope of Work attached to this Agreement as **Exhibit B**.

3. CONTRACTOR QUALIFICATIONS

Contractor shall faithfully, industriously, and professionally perform the work set forth in **Exhibit B** to County's reasonable satisfaction. Contractor affirms that it possesses the skills, ability, experience, and talent necessary to perform the work under this Agreement, and County relies upon such attributes.

Contractor affirms that it possesses all necessary and required licensure to perform the services required under this Agreement. Contractor affirms that all such licensure is current and valid, and shall remain such for the term of this Agreement. Such licensure may include, but is not limited to: driver's license, professional license, and permits.

In performing services under this Agreement where there exists by law an established professional standard of care, County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

4. COMPENSATION

A. County shall pay Contractor in accordance with the Pricing Detail table contained within **Exhibit B**. County and Contractor acknowledge that the price identified in the Pricing Detail table for each item is a good-faith estimate based on the number of items forecast to be indexed, and that the actual cost per item may change based on further evaluation by Contractor.

Under no circumstances shall County pay more than **\$73,801.00** for Contractor's services, regardless of actual services performed by Contractor, unless Contractor receives prior written approval from County.

B. Invoicing and Payment.

1. Initial Fees: County will pay Contractor one-half of the set-up and the indexing fees upon execution of the Agreement. County will pay Contractor the remaining set-up and indexing fees and the initial subscription fee within 15 days of the "go-live" date of service.

2. Contractor will invoice annual subscription fees no less than 45 days prior to the expiration of the current subscription.

3. Content of Invoices:

(a) Invoices shall be in a format specified or otherwise approved by County.

- (b) Invoices shall be documented in sufficient detail for County's Auditor to determine that funds were expended for the intended purposes of the Agreement.
 - (c) Contractor shall support its costs through properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders, receipts, or any other documents pertaining in whole or in part to this Agreement.
4. Contractor shall submit all invoices either by first class mail or electronically. Invoices are to be submitted to:

Kings County
Attention: Clerk of the Board
1400 W. Lacey Blvd., Administration Bldg. #1
Hanford, CA 93230
Catherine.Venturella@co.kings.ca.us

5. County shall pay Contractor within thirty (30) days of County's timely receipt of Contractor's invoice. Invoices will be reviewed and approved by County prior to payment.

5. RECORDS AND INSPECTIONS.

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

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and by the chairman of the County's Board of Supervisors, or their authorized designees.

7. BREACH AND TERMINATION

A. **Preservation of Rights Upon Termination.** The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law, equity, or under this Agreement. County remains obligated to compensate Contractor for work performed through the date of termination subject to any set-off provided for herein.

B. **Termination Without Cause.** Either Party may terminate this Agreement without cause by giving the other Party at least thirty (30) calendar days' prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, County may terminate this Agreement effective immediately.

C. **Termination For Cause.**

1. **Notice of Breach.** This Agreement may be terminated by either Party should the other Party materially breach this Agreement. Upon determining a material breach has occurred, the non-breaching Party shall provide written Notice of Breach to the breaching Party and inform the breaching Party whether or not the breach is able to be cured.

2. **Breach Subject to Cure.**

a. Unless otherwise specifically noted in the Notice of Breach, all breaches shall be presumed to be subject to cure.

b. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further and written notice specifying the date of termination.

c. In the event the nature of the breach requires more time to cure than allowed in the Notice of Breach, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may:

- (1) Terminate the agreement immediately,
- (2) Terminate the agreement effective the date specified in the Notice of Breach, or
- (3) Grant the breaching Party additional time to cure.

d. If Contractor is the breaching Party, County may elect to cure the breach on its own. If County elects to cure the breach on its own, Contractor shall be liable for and bear all expenses County incurs curing the breach.

3. **Breach Not Subject to Cure.** If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide

a Notice of Breach to the breaching Party of its intent to terminate the Agreement, including the date the non-breaching Party intends the Agreement to terminate.

D. **No Waiver of Breach by Forbearance.** In no event will either Party's act of forbearance regarding previous acts by the other Party:

1. Constitute a breach of the non-breaching Party's obligations under this Agreement.
2. Waive the non-breaching Party's future right to assert the breach during the term of the Agreement.
3. Waive either Party's right to assert any future breach.
4. Impair or prejudice any remedy available to the non-breaching Party.

E. **Effects of Termination.** Termination of this Agreement shall not terminate Contractor's obligations or liability to County for any of the following:

1. Damages sustained by County because of Contractor's breach.
2. Contractor's duty to indemnify County, as defined in Section 9 of this Agreement.
3. Contractor's duty to maintain and make available any records pertaining to the Agreement, as described in Section 5 of this Agreement.
4. Contractor's duty to confidentiality, as defined in Section 12 of this Agreement.
5. Contractor's duty to cooperate with any audit.
6. Contractor's subjection to offset.
7. Contractor's duty to report pre-termination contract activities.

8. INSURANCE

A. Contractor shall purchase prior to commencement of work on this Agreement, and maintain during the term of this Agreement, the following types of insurance for the minimum limits indicated:

1. **Commercial General Liability.** Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury, and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.
2. **Automobile Liability.** Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

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

B. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier, guaranteeing the coverage above to County. Such page shall be mailed as set forth under Section 19 of this Agreement prior to the execution of this Agreement. In the event Contractor fails to maintain insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

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

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

E. Contractor's purchase and maintenance of the above insurance policies, or any policies in addition to those listed above, does not limit County's right to obtain indemnification from Contractor or any third parties.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including

legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

D. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

E. In no event will either Party be liable to the other Party under this Agreement for any claims, penalties, or damages, whether in contract, tort, or by way of indemnification, in an amount exceeding one million dollars (\$1,000,000.00).

F. Under no circumstances will either Party to this Agreement be liable for any incidental, consequential, indirect, punitive, intrinsic value, or special damages arising out of or in connection with this Agreement, however caused and based on any theory of liability.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of County. This Agreement is by and between two (2) independent contractors. It is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint-venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with the provisions of this Agreement and all federal, state, and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, and all health and safety standards set forth by the State of California and by County.

12. CONFIDENTIALITY

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

13. CONFLICTS OF INTEREST

Contractor, its directors, officers, employees, and agents, as well as the immediate family members of such persons, shall not have or acquire any financial interest that conflicts with the

rendering of services under this Agreement. Financial interests include, but are not limited to, other projects or independent contracts. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) under its control who may have an actual, potential, or apparent conflict of interest. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

14. NONDISCRIMINATION

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

B. During the term of this Agreement, Contractor shall not discriminate against its employees based on any of the statuses listed in subsection A. Discrimination may include, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall likewise not discriminate in the recruitment, selection, or evaluation of subcontractors.

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

County is the owner of and is entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this

Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county. Both Parties acknowledge that documents may be disclosable under the California Public Records Act.

19. NOTICE

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

COUNTY: Catherine Venturella,
Clerk of the Board
1400 W. Lacey Blvd., Administration Bldg. #1
Hanford, CA 93230
Catherine.Venturella@co.kings.ca.us

CONTRACTOR: Angelique Nasser
Account Executive
1558 Forrest Way
Carson City, NV 89706
Angelique.Nasser@Kofile.com

With

Copy to: Legal@Kofile.com

Changes to either Party's designated representative shall be by advance written notice to the other Party. A Party's change of their designated representative under this section shall not require an amendment to this Agreement.

B. Effective Date of Notice.

1. If notice is given by personal delivery, it is effective as of the date of personal delivery.
2. If notice is given by fax, it is effective as of the date of the fax.
3. If notice is given by overnight carrier, it is effective as of the date of delivery.
4. If notice is given by e-mail, it is effective as of the date it was sent.
5. If notice is given by mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties have executed and delivered this Agreement in the County of Kings, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for any action or proceeding, in law or equity, that may be brought in connection with this Agreement. Contractor

waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

21. SEVERABILITY

If a Court of competent jurisdiction finds unenforceable any provision of this Agreement, the remainder shall be enforced, and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections shall survive the termination of this Agreement:

- A. Section 5: Records and Inspections
- B. Section 8: Insurance
- C. Section 9: Indemnification
- D. Section 12: Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

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

24. CONTRIBUTIONS OF BOTH PARTIES

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

25. AUTHORITY

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

26. COUNTERPARTS

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

27. ELECTRONIC SIGNATURES

The Parties may execute this Agreement via electronic means by their respective signatories. The Parties intend such signatures to give rise to a valid, enforceable, and fully effective Agreement.

28. INCORPORATION OF RECITALS AND EXHIBITS

The attached Recitals and Exhibits are fully incorporated into and are integral parts of this Agreement.

29. ENTIRE AGREEMENT

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

REMAINDER OF PAGE

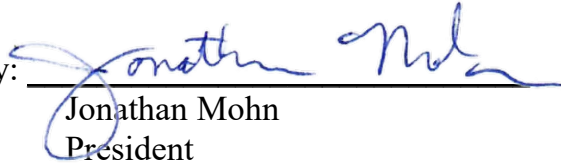
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IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS,

KOFILE TECHNOLOGIES, INC.

By: _____
Joe Neves, Chairman
Kings County Board of Supervisors

By: 
Jonathan Mohn
President

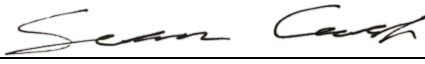
ATTEST:

By: _____
Catherine Venturella,
Clerk of the Board

APPROVED BY RISK MANAGEMENT
AS TO INSURANCE:

By:  10/26/2022
Sarah Poots, Risk Manager

APPROVED AS TO FORM:
Diane Freeman, County Counsel

By: 
Sean Cash
Deputy County Counsel

Exhibits/Attachments:
Exhibit B: Scope of Work

EXHIBIT B
STATEMENT OF WORK
2022 QuickLink® Indexing and Subscription

This Exhibit B Statement of Work (“SOW”) is incorporated into and subject to the Agreement of the parties of the provision of Services. To the extent a conflict of terms exists between this SOW and the Agreement, the SOW will control.

A. Records Volumes and Pricing:

Kofile will perform the Services on volumes as outlined in detail in Section C of this SOW. County acknowledges pricing set forth herein is based upon a good faith estimate of record/document volumes and condition. Actual pricing will be based upon actual record/document volumes, condition, and Services to be performed such that actual billing may vary from the estimate provided.

B. Project Specifications:

1. The parties will cooperate to mutually agree upon a pick-up, delivery and production schedule for completion of the project.
2. County will be responsible for:
 - a. Providing reasonable access to the Records and sufficient workspace for Kofile to inventory, pack and load Records. Kofile will provide County with copies of inventory packing lists.
 - b. Providing access and reasonable workspace for the return and delivery of the Records upon project completion.
3. While the Records are in Kofile’s possession, County is guaranteed access to records at no cost. County will be provided prompt access upon receipt of an e-mail or facsimile request to Kofile.
4. Provided County is current on its fee, Kofile grants, and County hereby accepts, a nonexclusive, nontransferable, revocable subscription to the Kofile QuickLink platform. The subscription provided is only for the use of County. The QuickLink software including all text and other non-County content therein (“Content”) may not be reproduced, transcribed, duplicated or retransmitted in any form or by any means (electronic, mechanical, photocopied, recorded, or otherwise) without the prior written consent of Kofile. County acknowledges it is getting a subscription agreement for access to the QuickLink software and will not be provided any software to download.
5. County acknowledges and agrees Kofile owns all right, title, and interest in and to the QuickLink application and all intellectual property therein, including any changes or modifications made to the application whether conceived independently or as the result of any suggestions, recommendations, or feedback of County. All extensions, enhancements, customizations, and derivatives of the Software shall be the sole property of the Kofile, and the County shall have no right, title, or interest in said works other than a subscription to use the works during the term of the subscription.

C. QuickLink Full Indexing

1. Scope of Services Description.

The Index to Board of Supervisor Minutes Volumes 1-6 and 55 Boxes of Files containing Board Minutes and Resolutions will receive the following Services under this Agreement:

QuickLink Full Indexing (QL)

- QuickLink Full indexing and image stitching (as applicable).
- QuickLink Full software setup and training.
- Kofile will provide monthly reimbursement and reporting of activity on the site.

QuickLink Subscription

- Custom software solution providing electronic search of Index Book images.
- Kofile hosts, supports, and maintains the QuickLink Full site with no County IT involvement.

2. Pricing.

Services indicated will be performed on the records at the pricing indicated.

a. Pricing Summary:

KINGS COUNTY BOARD OF SUPERVISORS					
STATEMENT OF WORK: QUICKLINK INDEXING AND SUBSCRIPTION					
RECORDS SERIES TITLE	VOLUME	QTY.		LEVEL OF SERVICE	TOTALS
		VOLS	PAGES		
Index to Supervisors Minutes	1 - 6	6	2,650	QL Full	\$ 48,618.00
Case Files		55 boxes	198,000		\$ 5,741.45
TOTAL BY COLUMN					\$ 54,359.45
7.25% ESTIMATED TAX					\$ 3,941.06
QuickLink Setup					\$ 7,700.00
QuickLink Annual Subscription starting at go live - 1st and 2nd Year*					\$ 7,800.00
GRAND TOTAL					\$ 73,800.51

*QuickLink annual subscription for years 3-5 will be priced as follows: Year 3 - \$4,290.00
 Year 4 - \$4,719.00
 Year 5 - \$5,190.00



COUNTY OF KINGS BOARD OF EQUALIZATION

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

AGENDA ITEM November 1, 2022

SUBMITTED BY: Assessor/Clerk/Recorder – Kristine Lee

SUBJECT: JOINT EXERCISE OF POWERS AGREEMENT OF THE CALIFORNIA COUNTY ASSESSORS' INFORMATION TECHNOLOGY AUTHORITY

SUMMARY:

Overview:

For the California Assessors' Association to accept funding from the California Department of Finance to be used for statewide technological improvements for Assessors' offices, each participating county must enter into a Joint Exercise of Powers Agreement (Agreement).

Recommendation:

Approve the Joint Exercise of Powers Agreement of the California County Assessors' Information Technology Authority.

Fiscal Impact:

There is no current fiscal impact to the County, but there may be a proportional share of maintenance costs beginning in the calendar year 2025 after the systems are developed and operational. At this time, the maintenance costs are unknown, but with other California Assessors' Association shared systems, the county costs are allocated based on population and parcel count of each participating county. For reference, a current shared system cost for e-Forms which is a data portal in which Kings County makes available 110 forms to the public that are updated annually, is \$972. Legal fees for the creation of the Agreement are being funded by the California Assessors' Association and the funding to develop the projects is being provided by the State of California.

BACKGROUND:

Over the years, the California Assessors' Association has worked to get funding for Assessors to be included in

(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

JOINT EXERCISE OF POWERS AGREEMENT OF THE CALIFORNIA COUNTY ASSESSORS' INFORMATION TECHNOLOGY AUTHORITY

November 1, 2022

Page 2 of 2

the State's budget. This year, the California Assessors' Association was successful and the State agreed to a \$10 million grant to fund statewide information technology projects. The State anticipates allocating \$10 million per year for three consecutive years with the final two years being contingent upon appropriations in the corresponding 2023 and 2024 Budget Acts.

Section 95.60 is added to the Revenue and Taxation Code, to read as follows: "It is the intent of the Legislature in enacting this section to assist county assessors in performing property assessments with technology investments." Section 95.60 further states that the funding must be provided to a joint powers agency or similar entity.

The expenses initially include the design, review of functionality, system integration, software licensing, cloud computing, and cyber security for the following projects:

Proposition 19 Portal: A portal that will provide easy access supporting taxpayers in the ability to obtain and file the required forms, easy access for Assessor staff to communicate with one another about information needed to process an application, and to develop reports for State Agencies such as the Board of Equalization and Department of Tax and Fee Administration. The Legislative Analysts Office estimated increased costs for counties by tens of millions of dollars per year in their analysis of the Proposition. This project attempts to streamline required activities and mitigate some of the costs.

The passage of Proposition 19 in November of 2020 created the ability of certain taxpayers to transfer their base year value to any county in the State up to three times and, consequently, establishes new requirements for filing documents, certifying values across counties, and reporting to the State.

Exemptions E-filing: A portal that will provide easy access for taxpayers to obtain and file required exemption forms. There are dozens of available exemptions and most require annual filing. Assessors expend valuable resources mailing out thousands of exemption forms annually. This portal would enable taxpayers to streamline exemption filings by providing a single location to submit their forms and supporting documentation with the use of digital signatures, saving taxpayers time and reducing the potential for lost paperwork.

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

**JOINT EXERCISE OF POWERS AGREEMENT
OF THE CALIFORNIA COUNTY ASSESSORS' INFORMATION TECHNOLOGY
AUTHORITY**

This JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is dated this 1st day of November, 2022, for reference purposes only, and is entered into by and between the undersigned public agencies. The undersigned Member Agencies may be referred to individually as "Member Agency" or collectively as "Member Agencies."

RECITALS

WHEREAS, the Joint Exercise of Powers Act, codified at California Government Code title 1, division 7, chapter 5, commencing with section 6500 *et seq*, permits two or more public agencies to jointly exercise any powers common to the agencies; and

WHEREAS, the Member Agencies each provide property tax assessment and similar functions within their jurisdictional boundaries; and

WHEREAS, the State of California anticipates allocating \$30 million in funding (\$10 million in each of the 2022-23, 2023-24, and 2024-25 budget years) to be used for information technology solutions as set forth in Revenue and Taxation Code section 95.60, as it may be amended; and

WHEREAS, such funding will permit the Member Agencies to jointly develop and implement information technology solutions to assist in the standardization of statewide assessment practices; and

WHEREAS, after the implementation of such information technology solutions, the Member Agencies wish to jointly administer and maintain such solutions and develop, administer, and maintain similar solutions, services, and programs; and

WHEREAS, State of California funding for the anticipated information technology solution must be provided to a joint powers agency or similar entity as set forth in Revenue and Taxation Code section 95.60; and

WHEREAS, the Member Agencies wish to establish a public entity, separate and apart from the Member Agencies hereto, as hereinafter described and set forth, which entity shall then set about the task of accomplishing the purpose of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Member Agencies agree as follows:

1. **Recitals.** The recitals above are true and correct, and are hereby incorporated into the terms of this Agreement as though fully set forth herein.

2. **Establishment.** There is hereby established an organization to be known as the California County Assessors' Information Technology Authority, which shall be a public entity separate and apart from any Member Agency. The California County Assessors' Information Technology Authority shall be governed by the terms of this Joint Powers Agreement and any Bylaws, duly passed and adopted by the Board.

3. **Term.** The term of this Agreement shall commence as of November 15, 2022, provided that at least two Member Agencies have fully executed this Agreement, and shall continue until terminated pursuant to the terms of this Agreement.

4. **Definitions.** Except where the context otherwise clearly requires, the following words and phrases shall have the meanings specified below:

“Act” shall mean the Joint Exercise of Powers Act of the State of California, commencing with Government Code Section 6500, as now existing or as may hereinafter be amended or supplemented.

“Agreement” shall mean this Joint Exercise of Powers Agreement by and between the Member Agencies, as supplemented, amended and/or restated from time to time.

“Authority” shall mean the California County Assessors' Information Technology Authority, the joint powers agency created by this Agreement in accordance with the Act.

“Board” or “Board of Directors” means the governing body of the Authority as established by this Agreement.

“Bylaws” means the rules and regulations adopted by the Board to implement this Agreement and govern the operation of the Authority as set forth in Section 7.1(g).

“CAA” means the California Assessors' Association, a California mutual benefit, nonprofit corporation, or its successor.

“Coordinating Assessor” means an assessor of a Member Agency as identified in Section 7.1(b)(i).

“Department of Finance” means the California Department of Finance or its successor.

“Director” means a member of the Board of Directors.

“Effective Date” means the date of the commencement of the term of this Agreement as set forth in Section 3.

“Fiscal Year” means July 1 of one year through June 30 of the following year.

“Large County” means a county or city and county with a population of more than 450,000 as determined by the Department of Finance annual population estimates for January 1st that is a Member Agency.

“Lead County” means the “Lead County” as defined in Revenue and Taxation Code section 95.60(b)(3). The Lead County shall be the county of the CAA Treasurer unless otherwise designated by the Department of Finance or the Board pursuant to Section 7.3(c).

“Medium County” means a county with a population of 75,001 to 450,000 as determined by the Department of Finance annual population estimates for January 1st that is a Member Agency.

“Member Agencies” shall mean more than one of the signatories of this Agreement.

“Member Agency” shall mean one of the signatories of this Agreement.

“Program” means property assessment-related information technology-appropriate projects and programs that may be funded pursuant to Revenue and Taxation Code section 95.60 as it may be amended.

“Small County” means a county with a population of 75,000 or less as determined by the Department of Finance annual population estimates for January 1st that is a Member Agency.

5. **Purpose and Powers of Authority.**

(a) Purpose of Authority. The purposes of the Authority are to:

(i) Act as the joint powers authority identified in Revenue and Taxation Code section 95.60 to apply for, manage, expend, and report on the Program and related state grant funds.

(ii) Acquire, purchase, use, operate, repair, maintain, dispose of, administer, and manage information technology developments and projects for use by the Member Agencies and other eligible entities, including the Program.

(b) Powers and Responsibilities of Authority. The Authority shall have such powers as may be necessary to the accomplishment of the purpose and functions of this Agreement, including but not limited to, the following:

(i) All responsibilities and obligations of the “authority” as defined in Revenue and Taxation Code section 95.60(b)(1).

(ii) Adopting and amending policies.

(iii) Engaging personnel, consultants, advisors and independent contractors.

(iv) Making and entering into contracts, leases, and other agreements, which may include a contract for administrative and fiscal services and a contract with a certified public accountant for audit services.

(v) Applying for, receiving and disbursing, grants, loans or other aids from any private or public agency. Accepting gifts, donations, and other monies made in the public interest to carry out the purposes and functions of the Authority, as set forth in this Agreement

(vi) Establishing and collecting maintenance fees or similar fees to be charged to the Member Agencies and other users of services and programs obtained or provided by the Authority.

(vii) Receiving, collecting, disbursing, and investing funds.

(viii) Purchasing, acquiring, constructing, maintaining, disposing of, and holding title to or other interests in real and personal property.

(ix) Suing and being sued in its own name.

(x) Carrying out and enforcing all of the provisions of this Agreement.

(xi) Exercising the independent, complete and/or supplementary powers of a joint powers agency, as provided by law.

(xii) Other powers and duties incidental to those enumerated herein.

5.2 Manner of Exercise of Powers. The powers of the Authority shall be limited only by the terms of this Agreement, the Act, and applicable law, as amended from time to time. Pursuant to Government Code section 6509, the powers of the Authority are subject to the restrictions upon the manner of exercising such powers of one of its members. The Authority shall exercise its powers in the manner of a general law county unless the Board of Directors designates an alternative Member Agency by resolution. Moreover, the Authority shall exercise its powers in a manner consistent with Revenue and Taxation Code section 95.60, including, but not limited to, ensuring that all interested county assessors will be afforded an opportunity to participate in the Program.

6. Membership.

6.1 Initial Members. Any California county or city and county may become a Member Agency by executing the Agreement prior to its Effective Date.

6.2 Subsequent Members. After the Effective Date, any California county or city and county may petition to become a Member Agency by approving this Agreement and with the approval of the Authority Board. The Authority Board may require the potential Member Agency to execute this Agreement and any acknowledgement or similar instrument deemed necessary or advisable by the Board. The Authority shall notify the existing Member Agencies of any new Member Agency.

7. Governing Body and Officers.

7.1 Governing Body.

(a) The Authority shall be governed by the Board of Directors.

(b) The Board shall be composed of up to the following nine (9) Directors:

(i) The Coordinating Assessor, who shall be an assessor of a Member Agency and appointed each Fiscal Year by a majority vote of the Member Agencies, but may not be the President or Treasurer of CAA. For avoidance of doubt, in the event a Coordinating Assessor is selected from among the existing Directors identified in Section 7.1(b)(iv) – (vi), the selected Coordinating Assessor shall at the start of the Fiscal Year for which they are selected vacate the Director position they previously held and the appointing authority shall select a replacement Director to serve out the balance of the Coordinating Assessor’s prior term as a Director identified in Section 7.1(b)(iv) through (vi). The Coordinating Assessor shall be responsible for coordinating the development of the Program with all counties, including any counties that do not become Member Agencies.

(ii) The President of CAA.

(iii) The Treasurer of CAA.

(iv) Two (2) Directors appointed by and representing Small Counties. These Directors shall be assessors of Small Counties and shall be elected by a majority vote of the Small Counties unless otherwise specified by the Bylaws or the Small Counties.

(v) Two (2) Directors appointed by and representing Medium Counties. These Directors shall be assessors of Medium Counties and shall be elected by a majority vote of the Medium Counties unless otherwise specified by the Bylaws or the Medium Counties.

(vi) Two (2) Directors appointed by and representing Large Counties. These Directors shall be assessors of Large Counties and shall be elected by a majority vote of the Large Counties unless otherwise specified by the Bylaws or the Large Counties.

(c) Each Director shall serve at the pleasure of their appointing authority. The assessor for each Member Agency shall be the appointing authority for that Member Agency and entitled to cast votes related to Directors on behalf of that Member Agency.

(d) A Director representing a Small, Medium, or Large County shall serve a two-year term and until the appointment of their successor, except as provided for in Section 7.1(h). Member Agencies shall be characterized as a Small, Medium, or Large County prior to each election of Directors. If a Director’s Member Agency has been re-characterized based on population changes, the Director may serve the remainder of their term.

(e) Subject to Section 8.3(b)(ii), all the power and authority of the Authority shall be exercised by the Board. The Board may delegate such powers and authority, as the Board deems appropriate to the Coordinating Assessor or the Executive Director.

(f) The Board may act by resolution or motion passed pursuant to the requirements of this Agreement, the Act, and any other applicable law.

(g) The Board may adopt and enforce internal Authority bylaws, policies, rules, and regulations (“Bylaws”). The Bylaws may include procedures for the election and removal of Directors.

(h) Upon the Effective Date, the Board shall be composed of the Directors identified in Section 7.1(b)(ii) and (iii) and those Directors identified in Section 7.1(b)(b)(iv)-(vi) that can be appointed at such time based on the composition of Member Agencies and the number of Small, Medium, and Large Counties participating as Member Agencies. If any Director identified in Section 7.1(b)(b)(iv)-(vi) cannot be appointed on the Effective Date due to the lack of sufficient Member Agencies from Small, Medium, or Large Counties, they may be appointed whenever a seat may be filled based on the number and composition of Member Agencies. On or before December 31, 2022, the assessors of the Member Agencies shall appoint Directors meeting the requirements of this Agreement to serve from January 1, 2023 through June 30, 2023. Beginning on July 1, 2023, the Member Agencies shall appoint Directors meeting the requirements of this Agreement, provided that one (1) of the two (2) Directors identified in Section 7.1(b)(b)(iv)-(vi) representing Small, Medium, and Large Counties, respectively, shall be appointed to serve a one-year term to ensure staggered terms for the Directors representing Small, Medium, and Large Counties.

(i) Directors shall generally serve without compensation and shall be assessors of a county or city and county. A Director may be compensated by their employer for activities related to the Authority. To the extent budgeted, and as provided for by rule, the Board is authorized to pay expenses reasonable and necessarily incurred in the conduct of its business, including travel expenses to attend meetings and conferences related to the business of the Authority.

7.2 Vacancies and Removal. If a person who has been appointed to the Board ceases to be qualified to serve as a Director, their Director seat shall be deemed vacant. Any Director may be removed at any time by the appointing authority or, in the case of Directors appointed pursuant to Section 7.17.1(b)7.1(b)(iv)-(vi), by majority vote of the Member Agencies in the respective group. In addition, a Director seat shall be deemed vacant if a Director has two consecutive, unexcused meeting absences. No person may simultaneously hold more than a single Director seat, and assuming a second Director seat automatically vacates the first Director seat. A vacancy shall be filled in the same manner as the original appointment.

7.3 Officers.

(a) *Chair and Vice Chair.* The Board shall appoint a Chair and a Vice Chair from among its Directors. In the event that the Chair or Vice Chair so appointed resigns from such office or ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. The Chair and Vice Chair shall hold office for a period of one (1) year or until a successor is appointed and assumes the office; provided, however, that any Chairs and Vice-Chairs appointed prior to July 1, 2023 shall serve from their appointment until a new Board is seated as set forth in Section 7.1(h).

The Chair, or in the Chair’s absence the Vice Chair, shall preside at and conduct all meetings of the Board and execute agreements and other official instruments on

behalf of the Authority. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.

(b) *Secretary.* The Board may select, appoint, or employ an Authority Secretary, but the Authority Secretary is not required to be a Director. The Authority Secretary shall be responsible for preparation and retention of the minutes and other records of the Authority and shall perform such other duties specified by the Board.

(c) *Treasurer.* The Authority Treasurer shall be the CAA Treasurer as an officer of the Authority unless otherwise specified by the Board and consistent with the Act and Revenue and Taxation Code section 95.60. The Authority Treasurer shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act and other applicable law. Unless specified by the Board, the Authority Treasurer's county treasurer-tax collector shall be the depository of funds and shall have custody of all money of the Authority, from whatever source. Any disbursements of funds shall be made at the direction of the Authority Treasurer and consistent with this Agreement. Pursuant to Revenue and Taxation Code section 95.60, the Department of Finance may remit Program funds to the Authority Treasurer's county treasurer-tax collector as the lead county. Such funds shall be held and remitted as set forth in this Agreement. The Board may designate an alternative Lead County to the extent permitted by the Act, Revenue and Taxation Code section 95.60 and other applicable law. Any interest earned on Authority funds regardless of where they are held shall be retained by the Authority and used for any lawful purpose of the Authority.

(d) *Auditor/Controller.* The Authority Auditor/Controller shall be the CAA Treasurer as an officer of the Authority unless otherwise specified by the Board and consistent with the Act. The Authority Auditor/Controller shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act and applicable law. The Authority Auditor/Controller may be combined with the Authority Treasurer to the extent permitted by the Act and other applicable law.

(e) *Executive Director.* The Board may appoint an Executive Director who shall serve at the pleasure of the Board. The Executive Director shall be the Chief Executive Officer of the Authority and shall have such duties as may be prescribed by the Board. The Executive Director shall employ such other staff members as necessary to accomplish the Authority's program, consistent with the annual budget. The Executive Director shall be responsible for all projects and property of the Authority and shall file with the Treasurer of the Authority, as required by the Board, an official bond in an amount to be determined by the Board, guaranteeing the faithful performance of his or her duties. In the absence of an Executive Director, the Coordinating Assessor may coordinate any administrative activities of the Authority as directed by the Board.

(f) *Officers and Professional Services.* The Board may select, appoint, or employ any other officers, or professional and expert services as may be necessary or appropriate to accomplish the purposes of this Agreement, including but not limited to, legal counsel, financial consultants, accountants, engineers, architects, contractors, appraisers and any other consultants and advisors, which may be a corporation, partnership, firm or individual.

(g) *Duties.* All officers and staff of the Authority shall serve at the pleasure of the Board, unless the employment status of such officers and staff is otherwise determined by applicable Authority Bylaw or other Board action or by other applicable law. The duties of the various officers and staff shall be established by Bylaws adopted by the Board, by other Board action, or by applicable law.

(h) *Shared Resources.* The Board may contract with a Member Agency, or its officers, to provide necessary administrative or other services to the Authority as appropriate. All personnel employed by the individual Member Agency shall remain employees of their respective Member Agency unless and until the Authority affirmatively employs such personnel pursuant to its powers. No express or implied employment contract between any Member Agency employee and the Authority exists as a result of this Agreement.

7.4 Advisory Committees. The Board may, from time to time, establish advisory committees to investigate and provide advice to the Board on matters of interest. Such committees may be standing committees or ad hoc committees as the Board deems advisable. The Board shall determine the subject matter for the committee, the duration of the committee and its membership, quorum and voting requirements for each committee at the time it is established.

8. **Organization and Procedures.**

8.1 Principal Offices.

(a) *Principal Office.* The initial principal business office of the Authority shall be the office of the Coordinating Assessor or as otherwise determined by the Board. The Board may change the principal business office from time to time from one location to another within the jurisdiction of the then current Member Agencies to the Authority. Any change shall be noted by the Authority Secretary, but shall not be considered an amendment to this Agreement.

8.2 Meetings.

(a) The Board shall meet at the principal office of the Authority or at such other place as may be designated by the Board and within the Authority's jurisdiction for its regular, special, and emergency meetings; provided, however, that at least one regular meeting shall be held in each year.

(b) The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be provided to each Director and to the Member Agencies.

(c) Regular, special, and emergency meetings of the Board shall be called and held in the manner as provided in the Brown Act (Government Code title 5, division 2, part 1, chapter 9, commencing at section 54950).

(d) Closed sessions of the Board shall be confidential. However, confidential information from closed sessions may be disclosed to Member Agencies as permitted by

Government Code section 54956.96. The Board may include provisions in its Bylaws to implement this section.

8.3 Quorum and Votes.

(a) One more than half of the Directors of the Board shall constitute a quorum for the purpose of transacting business.

(b) The affirmative vote of a majority of the Board then present shall be required for the Authority to take action, except:

(i) where different voting requirements are provided for by applicable law; and

(ii) approval and amendments of Authority budgets and admission or expulsion of Member Agencies shall require a two-thirds vote of the Board. If the Board is unable to obtain a two-thirds in favor or opposed to an item after three (3) attempts during at least two (2) meetings, the item will be submitted to a special assembly of the Authority. This special assembly shall be composed of the assessor or designee of each Member Agency, and the special assembly shall consider the item which may be approved or disapproved by majority vote of those special assembly members present. The Chair of the Board, or Vice-Chair if the Chair is not present, shall preside over the special assembly. The special assembly shall be a public meeting subject to the Brown Act (Government Code title 5, division 2, part 1, chapter 9, commencing at section 54950). The Authority Secretary shall schedule, prepare the agenda and supporting material for, and otherwise facilitate the special assembly. The agenda for the special assembly shall be posted and sent to each Member Agency at least ten (10) days in advance.

(c) In the absence of a quorum at any meeting of the Board, a majority of the directors present, or the Authority Secretary in the absence of all directors, may adjourn the meeting from time to time without further notice, but no other business may be transacted.

8.4 Authority to Expend Revenues. The Board shall authorize the expenditure of any and all funds of the Authority.

8.5 Minutes. The Authority Secretary shall keep or cause to be kept, at the principal business office, the principal governance office, or such other place as the Board may order, a book or electronic copy of minutes of all meetings of the Board and its committees as required by law, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those present at the meetings, and the proceedings thereof. As soon as practicable after each meeting, the Authority Secretary shall cause a copy of the minutes to be forwarded to each Director of the Board, and to the Member Agencies.

9. Financial Provisions.

9.1 Funding. Prior to January 1 of each year, the Board shall adopt a preliminary budget for the following Fiscal Year, which shall identify all maintenance or similar fees to be imposed on Member Agencies. Prior to July 1 of each year, the Board shall adopt a final budget

for the Fiscal Year. Each Member Agency shall be provided with a copy of the proposed budget no later than February 1 of each year so that the Member Agency shall have the opportunity to review the proposed budget and submit comments on it to the Authority.

Contributions, in the form of maintenance or similar fees for on-going maintenance and implementation of the Program, may be imposed on Member Agencies as determined by the Board. No initial contributions or funding shall be required of the Member Agencies to join the Authority or to develop the Program which shall be funded as set forth in Revenue and Taxation Code section 95.60. In addition, the Board shall not impose maintenance fees or similar fees as provided in this Section 9.1 to the extent that the Authority has Program funds or other state funds in hand, or such funds could be obtained in a timely manner to fund desired operations.

9.2 Accounting. The Authority shall maintain strict accountability of all funds, receipts and expenses, and shall keep and maintain appropriate records and accounts of all funds, receipts and expenses under this Agreement in accordance with generally accepted accounting practices for California public agencies and the requirements of the Act. The Authority shall allow any Member Agency, or any of its employees, accountants, attorneys or agents to review, inspect, copy and audit any such records and accounts.

9.3 Audit. The records and accounts of the Authority shall be audited, at the intervals required by law, by an independent certified public accountant and copies of such audit reports shall be filed with the State and each Member Agency pursuant to the requirements of law and the agreement of the Member Agencies.

9.4 Expenditures. The Board shall establish and comply with a system and procedure for the review and approval of Authority expenditures and claims and the drawing and signing of Authority warrants or checks. All expenditures shall be consistent with the approved budget, except as otherwise determined by the Board.

9.5 State Reporting. Without limiting any obligation of the Authority, the Authority shall prepare, submit, and report on all Program funding as required by Revenue and Taxation Code section 95.60 and other applicable law.

10. **Debts, Liabilities, Obligations.**

10.1 Of the Authority. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member Agency. Provided, however, if the Member Agencies are, under applicable law, held liable for the negligent acts or omissions of the Authority occurring in the performance of this Agreement, the Member Agencies shall be entitled to contribution from each of the other Member Agencies so that after said contribution each Member Agency shall bear an equal share of such liability.

10.2 Retirement Benefits. The Authority shall not participate in, become a member in, or otherwise join any "public retirement system" as defined in Government Code section 6508.1.

11. **Indemnity and Hold Harmless.**

11.1 General. The Authority shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents and employees, from and against any and all claims and losses whatsoever occurring or resulting to persons, firms or corporations furnishing or supplying work, services, materials or supplies to the Authority in connection with the performance of the Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury or death arising out of or connected with the Authority's performance of its obligations under this Agreement.

11.2 Insurance. As determined by the Board, the Authority shall maintain membership in one or more insurance pooling joint powers agencies established pursuant to the Act for purposes of workers compensation, public liability, and property insurance, and shall establish and maintain such self-insurance retention or other reserves as are required by said agencies. The Board may in its discretion obtain insurance from other sources provided that the Board determines that the other source provides adequate coverage for the Authority and Member Agencies.

11.3 Survival. These defense, indemnification, and hold harmless obligations shall survive and continue in full force and effect after withdrawal of any Member Agency from this Agreement or termination of this Agreement for any reason with respect to any negligent acts, errors or omissions that occurred before the date of such withdrawal or termination.

12. **Termination and Withdrawal.**

12.1 Termination. The Agreement may be terminated with notice of termination from two-thirds of the Member Agencies. Upon receipt of such notice, the Board shall promptly wind-down the affairs of the Authority, including satisfying existing liabilities and distributing any remaining property or assets.

12.2 Withdrawal. Any Member Agency may withdraw from the Authority effective at the beginning of a Fiscal Year with at least ninety (90) days' written notice to the Authority. Any withdrawing Member Agency shall have paid any owed maintenance fees or other debts to the Authority and shall be responsible for its proportional share of any debts or liabilities of the Authority existing as of the date of withdrawal, including any unknown or unasserted claims. Without limiting the foregoing, Member Agencies may not withdraw from the Authority during the pendency of litigation where the Authority is a defendant or real party-in-interest without approval of the Board.

12.3 Expulsion. The Board may expel a Member Agency for cause, including the non-payment of maintenance or similar fees, after providing the Member Agency with a reasonable time period to cure such breach. Such Member Agencies shall remain responsible for any owed maintenance fees or other debts to the Authority and shall be responsible for its proportional share of any debts or liabilities of the Authority existing as of the date of expulsion, including any unknown or unasserted claims, in the same manner and to the same extent as other Member Agencies pursuant to Section 10.1. Expelled Member Agencies shall not be entitled to any share of the Authority's assets or properties in the event of a future termination, including any use or similar license for Authority intellectual property.

12.4 Disposition of Property Upon Termination. Upon termination of this Agreement, the assets and property of the Authority shall be distributed as determined by the Board of Directors provided that each Member Agency shall receive a non-exclusive license to use any intellectual property developed by the Authority for the Program or otherwise to the extent provided in any such agreement executed by the Authority.

13. Conflict Resolution. The Member Agencies agree that any and all disputes, claims or controversies between the Member Agencies arising out of or relating to performance of this Agreement, the Member Agencies will first meet and confer and attempt to resolve the dispute through informal or formal mediation.

14. General Provisions.

14.1 Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Member Agencies concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

14.2 Headings. The section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

14.3 Consents. Whenever any consent and/or approval is required under this Agreement from any Member Agency, said consent and/or approval shall not be unreasonably withheld.

14.4 Construction and Interpretation. It is agreed and acknowledged by the Member Agencies that this Agreement has been arrived at through negotiation, and that each Member Agency has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Member Agency shall not apply in construing or interpreting this Agreement.

14.5 Waiver. The waiver at any time by any Member Agency of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

14.6 Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either Member Agency of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

14.7 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Should the participation of any Member Agency to this Agreement be decided by the courts to be illegal or in excess of that Member Agency's authority or in conflict with any law, the validity of the Agreement as to the remaining Member Agencies shall not be affected thereby.

14.8 Successors and Assigns. Except as otherwise provided by law, the rights and duties of the Member Agencies under this Agreement shall not be assigned or delegated without the prior written consent of the other Member Agency. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect, and may be subject to such additional reasonable conditions of approval imposed by the Member Agency approving the assignment or delegation.

14.9 No Third Member Agency Beneficiaries. This Agreement shall not be construed to create any third Member Agency beneficiaries. This Agreement is for the sole benefit of the Member Agencies, and their permitted successors, transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

14.10 Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved by two-thirds of the Member Agencies. The amended Agreement shall take effect on the first day of the month following the Authority's receipt of notice of approval by two-thirds of the Member Agencies, unless otherwise stated in the amendment, and once effective shall apply to all Member Agencies regardless of whether a particular Member Agency approved the amendment. Refusal to execute or comply with the amended Agreement shall be a basis for expulsion of the Member Agency.

14.11 Governing Law. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

14.12 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed to the Authority at its principal office and to each Member Agency at the address provided by such Member Agency for this purpose. Each Member Agency shall establish and amend its address by notifying the Chair of the Board. The Chair of the Board shall provide updated contact information to the Member Agencies as necessary. Any notice or other communication served by personal delivery shall be deemed received when actually delivered. Any notice or other communication shall be deemed received three (3) days after deposit in United States mail, postage prepaid, return receipt requested.

14.13 Counterparts. This Agreement may be executed by the Member Agencies in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the Member Agencies hereto have executed this Joint Exercise of Powers Agreement as of the date last executed as set forth below.


COUNTY OF KINGS

By: _____
Joe Neves, Chair
Board of Supervisors


ATTEST

By: _____
Catherine Venturella
Clerk of the Board

RISK MANAGEMENT APPROVED AS
TO INSURANCE

By:  _____
Sarah Poots
Risk Management

APPROVED AS TO FORM

By:  _____
Diane Freeman, County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM November 1, 2022

SUBMITTED BY: Behavioral Health Department -Lisa Lewis/UnChong Parry
SUBJECT: AGREEMENT FOR MEDIA MARKETING SERVICES WITH
IHEARTMEDIA, INCORPORATED

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of an agreement with iHeartMedia, Incorporated (iHeartMedia) to provide digital and radio promotion to educate, bring awareness and to elicit community participation regarding suicide prevention and mental health awareness. This marketing campaign will be carried out via radio and social media platforms.

Recommendation:

Approve the Agreement with iHeartMedia, Incorporated to provide media marketing services retroactively effective from July 1, 2022, through June 30, 2023.

Fiscal Impact:

This agreement amount is for Fiscal Year (FY) 2022-2023 for \$69,436. Expenses under this agreement and sufficient revenue for expenses were included in the Department's Fiscal Year 2022-2023 Adopted budget in Budget Unit 422200, Mental Health Services Act (MHSA).

BACKGROUND:

As a part of the FY 2020-2023 MHSA plan under Prevention and Early Intervention, KCBH has worked with iHeartMedia, Incorporated, to assist in promoting and raising awareness of mental health services to communities in 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

AGREEMENT WITH IHEARTMEDIA, INCORPORATED FOR MEDIA MARKETING SERVICES

November 1, 2022

Page 2 of 2

The scope of the services includes three different targeted media campaigns over the course of the year. The campaigns will focus on Suicide Prevention, soliciting community feedback for Mental Health Services Act Annual Program Update, and promotion of Mental Health Matters month. In addition to on-air advertising iHeartMedia will target consumers utilizing their streaming audio platform to provide further outreach to the community. The campaigns, in both English and Spanish, will also include endorsements from radio personalities and social media sharing.

Under this agreement, KCBH provides oversight of the program services to comply with Federal, State, and County contract guidelines. Program oversight is also designed to meet countywide needs and State mandates.

This agreement is retroactive due to increased volume of contracts Behavioral Health is managing, administrative delays in processing and staffing shortages within the Contracts unit.

A sole source was completed for iHeartMedia Radio to provide these services because iHeartMedia can meet a diverse range of target demographics for Kings County including a Spanish audio radio station, a Power Talk radio station, and a Hip-Hop and Hits radio station in addition to the endorsements by radio personalities on social media and utilization of the iHeartMedia streaming audio platform. The Sole Source has been signed for this contract and is attached for reference as to form.

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. See Attachment

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

UnChong Parry, Deputy Director

10/21/2022

Purchasing Manager: Approved as written _____ Rejected _____ Signed _____
Evan Jones, Purchasing Manager

iHeart Media Sole Source

iHeart media has proposed three targeted media campaigns for Kings County Behavioral Health to use to promote suicide prevention month, solicit community feedback for Mental Health Services Act Annual Program Update, and Mental Health Matters Month campaign. iHeart can meet a diverse range of target demographics for Kings County including a Spanish audio radio station, a power talk radio station, and a hip hop and hits radio station.

In addition to on-air commercials on three different audio stations, iHeart will also target consumers utilizing their streaming audio platform, which will provide further outreach to our local community about these services. Additionally, some parts of the campaign for the MHSA update will include endorsements from radio personalities, including social media sharing during the run of the campaign. This will drive website traffic to Kings County Behavioral health to participate in the public comment period and reach the adult population 18-64 of both English and Spanish speaking households.

The competitive advantage that Behavioral Health receives as a partner of iHeartMedia includes the ability to target a diversified audience within its targeted area, as well as utilizing multiple tactics and the unique “access to all” that no other media company can offer.

iHeart media possesses a competitive advantage that includes Location Based Advertising & Digital Display ads that are specifically focused in the areas in need within Kings County, which include Kettleman City, Avenal, Corcoran, and Lemoore.

- 1,600,000x impressions targeting a population of 60,000 + combined residents within these city limits with location-based display ads

iHeart media also offers a unique service that includes radio streaming which no other service provider can offer. Streaming enables Behavioral Health to target the most loyal listeners with Kings County by zip codes and includes mobile devices (Smart phones) connected devices (Laptops, tablets, desktop, etc.), smart speakers and vehicles where available.

- Total combined audience / and average of 4,000 listeners within Kings County through the IHR streaming application

iHeartRadio, iHeartMedia’s industry leading digital music service, has over 164 million registered users and is available on over 250 platforms.

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2022, by and between the County of Kings, a political subdivision of the State of California (“County”) and iHeartMedia, Inc., a Delaware corporation (“Contractor”)(singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires digital and radio promotion services to educate, bring awareness and elicit community participation regarding suicide prevention and mental health awareness; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The County engages Contractor and Contractor shall do, perform, and carry out the services set forth in **Exhibit A**, and summarized as follows:

A. 2022-2023 Audio & Digital Campaign for Suicide Prevention Awareness (“Campaign 1”);

B. 2023 February Audio & Digital Campaign for PCP Annual Survey (“Campaign 2”); and

C. 2023 May Audio & Digital Campaign for Mental Health Awareness Month (“Campaign 3”).

Contractor shall broadcast and publish audio and digital content in accordance with the dates, times, number of broadcasts, languages, number of impressions, number and length of commercials, particular stations and other specifications described in **Exhibit A**. Contractor shall obtain the County’s consent of the content developed for each campaign, prior to broadcasting and publishing Campaign 1, Campaign 2, and Campaign 3.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilizing

its ability, experience, and talent, faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to the County's reasonable satisfaction. The County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

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

3. COMPENSATION

County shall pay Contractor in accordance with the attached **Exhibit A**, up to the maximum of \$69,436, broken down by campaign as follows:

- A. Campaign 1 - \$55,000;
- B. Campaign 2 - \$8,616; and
- C. Campaign 3 - \$5,820.

Contractor is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit A**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

4. TERM

This Agreement commences on July 1, 2022, and terminates on June 30, 2023, unless otherwise terminated in accordance with its terms. This Agreement is retroactive from July 1, 2022,

Contractor grants County the option to extend this Agreement for one (1) additional year, on the same terms and conditions. To exercise the option, County shall give Contractor at least 60-days' prior notice before termination; and if exercised, the Parties

shall enter into an amendment memorializing the extension.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

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

Any proposed increase in a single line item up to ten percent (10%) of the original line item must be approved by the Director of the Kings County Behavioral Health, or their designee. Any such Director approved modification shall not exceed the amount set forth in Section 3.

7. TERMINATION

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

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

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

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach

is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred the County in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

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

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to

the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide 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 County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

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

E. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below, unless the County'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 One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) 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. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor'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. Contractor 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 County's Risk Manager.

///

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

9. INDEMNIFICATION

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

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies the County may have under law or this Agreement.

././

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 et seq.

12. CONFIDENTIALITY

Contractor shall not use County’s confidential information (“Confidential Information”) for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third- party’s request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

for training, including apprenticeship.

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

County
Unchong Parry, Deputy Director
Kings County Behavioral Health
460 Kings County Drive
Hanford, CA 93230
BHContracts@co.kings.ca.us

Contractor
iHeartMedia, Inc.
83 E. Shaw Ave., Suite 150
Fresno, CA 93710

Notice given by: a) personal delivery is effective on the date of personal delivery;

b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

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

24. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654

has no application to the construction of the Agreement.

25. ELECTRONIC SIGNATURES; COUNTERPARTS

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

The Parties may execute this Agreement in two (2) or more counterparts that together constitute one (1) Agreement.

26. AUTHORITY

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

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

COUNTY OF KINGS

iHEART MEDIA, INC.

By: _____
Joe Neves, Chairman
Kings County Board of Supervisors

Enrique Loera 10/05/2022
By: BE976758BA680F00798A06CC1FBE6A4C readysign
Enrique Loera, Account Executive

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO INSURANCE

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: *Sarah Poots*
Sarah Poots, Risk Manager

Cindy Cröse Kliever 10/05/2022
By: 40EEBBA4970223D6ED0E56156269F917 readysign
Cindy Cröse Kliever
Deputy County Counsel

Exhibits/Attachments:
Exhibit A: Scope of Work



Exhibit A

2022 – 2023 Audio & Digital campaign

Suicide Prevention awareness #988



AMERICA'S #1 AUDIO COMPANY

REACHING 9 OUT OF 10 AMERICANS EVERY MONTH

RADIO • PODCASTS • DIGITAL • SOCIAL • INFLUENCERS • DATA • EVENTS

Exhibit A
1 of 16





Exhibit A

2022 – 2023

Audio & Digital campaign

Suicide Prevention Awareness #988

Engage with Adults 18 + within Kings County by reaching them when they are most likely considering your services...

- KBOS B95 (Hip Hop & R&B)
- KALZ Power Talk 96.7FM & AM1400 (News Talk)
- KFSO La Preciosa 92.9FM (Mexican Regional)
- iHeartRadio streaming
- Location based-display campaign



Exhibit A
2 of 16

Exhibit A

Weekly Media Schedule on Targeted Stations

DAY	TIME	UNIT LENGTH	WEEKLY SPOTS
M-Sun	12a-12a	:30	10x
M-Sun	6a-9p	:30	10x

- 20x :30 second commercials weekly per radio station / 60x total



iHeartRadio Targeted Streaming

Exhibit A

- Targeted within Kings County, CA zip codes
- Length_ :30 seconds
- Genres_ News Talk, Soft Rock, Hip Hop R&B, Top 40
- Live, Custom & Artist Stations on Desktop & Mobile App + Auto, Smart Speakers & Other Connected Devices
- **375,000X** total impressions for duration of campaign



Exhibit A
4 of 16



Location Based-Display



Exhibit A

WHY IT WORKS

- Target real people while they're engaged throughout the day
- Reach consumers when they're in a relevant mindset
- Geo-target your message to appeal to your audience

CAMPAIGN DETAILS

- **Geofencing:** Target consumers where they are now with Geofence Targeting, serving ads to mobile device users within zip codes in Corcoran, Lemoore, Kettleman City, Avenal city limits as requested
- **Location-Based Brand/Behavioral:**
 - Align with target audience of A18+, M18+, Homeowners, Dads, Moms
 - Re-targeting, location-based ads
 - 300x250 & 320x50 size ads leading to your preferred landing page or website link

1,600,000x total impressions for the campaign

Exhibit A
5 of 16



Campaign Conclusion

Exhibit A



Broadcast radio

- 20x :30 second commercials weekly per radio station / 60 total
- 1,500x total commercials for campaign

Flight schedule: **Weeks of 7/4, 7/18, 8/01, 8/15, 9/5, 9/19, 10/03, 10/17, 11/07, 11/21, 12/12, 12/26 2022**
1/2, 1/16, 2/6, 2/20, 3/6, 3/20, 4/3, 4/17, 5/1, 5/8, 5/15, 6/05, 6/19 2023

iHeartRadio Streaming

- 375,000X total impressions for duration of campaign
- Targeted within Kings County, CA zip codes
- Length_ :30 seconds

Flight schedule: **Weeks of 7/4 - 12/26 2022, 1/2 - 6/19 2023**

Location Based – Display

- 1,600,000x total impressions for the campaign
- Targeting zip codes Corcoran, Lemoore, Kettleman City, Avenal

Flight schedule: **Weeks of 7/4 - 12/26 2022, 1/2 - 6/19 2023**

\$55,000 total investment

Name

* 2-week written notice to cancel campaign

Exhibit A
6 of 16





Exhibit A

2023 February Audio & Digital campaign

PCP annual survey



AMERICA'S #1 AUDIO COMPANY

REACHING 9 OUT OF 10 AMERICANS EVERY MONTH

RADIO • PODCASTS • DIGITAL • SOCIAL • INFLUENCERS • DATA • EVENTS

Exhibit A
7 of 16





Exhibit A

2023 February

Audio & Digital campaign

PCP annual survey

Engage with Adults 18 + within Kings County by reaching them when they are most likely considering your services...

- KBOS B95 (Hip Hop & R&B)
- KALZ Power Talk 96.7FM & AM1400 (News Talk)
- KFSO La Preciosa 92.9FM (Mexican Regional)
- iHeartRadio streaming



Exhibit A
8 of 16

Exhibit A

Weekly Media Schedule on Targeted Stations

DAY	TIME	UNIT LENGTH	WEEKLY SPOTS
M-Sun	6a-11p	:30	10x
M-Fri	6a-10a	:30	5x
M-Fri	10a-3p	:30	5x
M-Fri	3p-7p	:30	5x
M-Fri	5a-12a	:30	8x

- 33x :30 second commercials weekly per radio station / 99x total



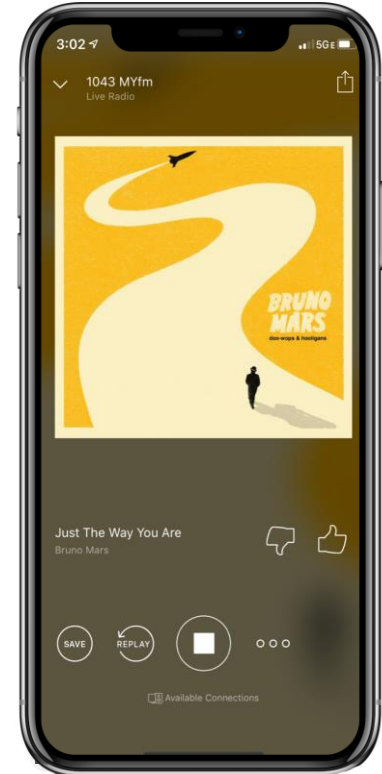
iHeartRadio Targeted Streaming

Exhibit A

- Targeted within Kings County, CA zip codes
- Length_ :30 seconds
- Genres_ News Talk, Soft Rock, Hip Hop R&B, Top 40
- Live, Custom & Artist Stations on Desktop & Mobile App + Auto, Smart Speakers & Other Connected Devices
- **52,750X** total impressions for duration of campaign



Exhibit A
10 of 16



Campaign Conclusion

Exhibit A

Broadcast radio

- 33x :30 second commercials weekly per radio station / 99 total
- **396x** total commercials for campaign

Flight schedule: **Weeks of 1/30 – 2/20 2023**

iHeartRadio Streaming

- **52,750X** total impressions for duration of campaign
- Targeted within Kings County, CA zip codes
- Length_ :30 seconds

Flight schedule: **Weeks of 1/30 – 2/20 2023**

\$8,616 total investment

Name

* 2-week written notice to cancel campaign

Date

Exhibit A
11 of 16





Exhibit A

2023 May Audio & Digital campaign

Mental Health Awareness Month



AMERICA'S #1 AUDIO COMPANY

REACHING 9 OUT OF 10 AMERICANS EVERY MONTH

RADIO • PODCASTS • DIGITAL • SOCIAL • INFLUENCERS • DATA • EVENTS

Exhibit A
12 of 16





Exhibit A

2023 May

Audio & Digital campaign

Mental Health Awareness Month

Engage with Adults 18 + within Kings County by reaching them when they are most likely considering your services...

- KBOS B95 (Hip Hop & R&B)
- KALZ Power Talk 96.7FM & AM1400 (News Talk)
- KFSO La Preciosa 92.9FM (Mexican Regional)
- iHeartRadio streaming



Exhibit A
13 of 16

Exhibit A

Weekly Media Schedule on Targeted Stations

DAY	TIME	UNIT LENGTH	WEEKLY SPOTS
M-Sun	12a-12a	:30	10x
M-Fri	6a-9p	:30	10x
Sat-Sun	6a-9p	:30	6x

- 26x :30 second commercials weekly per radio station / 78x total



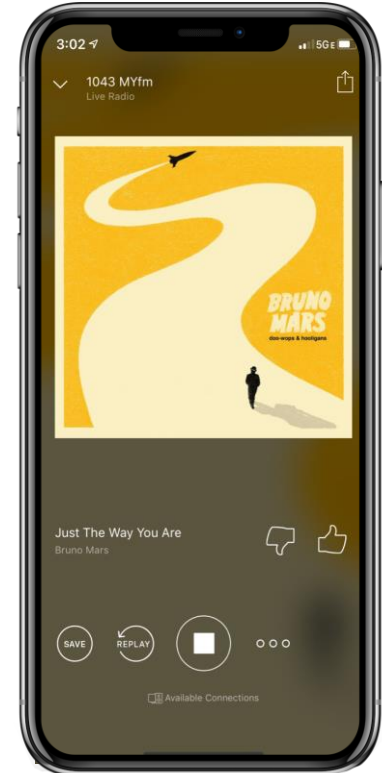
iHeartRadio Targeted Streaming

Exhibit A

- Targeted within Kings County, CA zip codes
- Length_ :30 seconds
- Genres_ News Talk, Soft Rock, Hip Hop R&B, Top 40
- Live, Custom & Artist Stations on Desktop & Mobile App + Auto, Smart Speakers & Other Connected Devices
- **31,250X** total impressions for duration of campaign



Exhibit A
15 of 16



Campaign Conclusion

Exhibit A

Broadcast radio

- 26x :30 second commercials weekly per radio station / 72 total
- **312x** total commercials for campaign

Flight schedule: **Weeks of 5/1-5/22 2023**

iHeartRadio Streaming

- **31,250X** total impressions for duration of campaign
- Targeted within Kings County, CA zip codes
- Length_ :30 seconds

Flight schedule: **Weeks of 5/1-5/22 2023**



\$5,820 total investment

Name

* 2-week written notice to cancel campaign

Date

Exhibit A
16 of 16

