

Board Members

Joe Neves, District 1
Richard Valle, District 2 - Chairman
Doug Verboon, District 3 – Vice-Chairman
Rusty Robinson, District 4
Richard Fagundes, District 5



Staff

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

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, March 7, 2023
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=m7783893169dc32ad7972fd9362b77157>

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/d_RkRN4Zyos

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 Arthur Fox – New Hope Orthodox Presbyterian
Church PLEDGE OF ALLEGIANCE



II. UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.

III. APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for February 28, 2023.
- B. Approval of the minutes from the regular meeting for February 28, 2023.

IV. CONSENT CALENDAR

A. Human Services Agency:

- 1. Consider approving the amendment with Kings Community Action Organization for the provision of Childcare Programs.
- 2. Consider approving the purchase of 120 replacement laptops and 135 docks.

B. Information Technology Department:

- 1. Consider authorizing the Purchasing Manager to sign the Agreement with Oracle for the County payroll system effective March 17, 2023.

C. Public Health Department:

- 1. a. Consider approving the grant carry over balances from Fiscal Year 2021-2022 for two grants under budget unit 417400 Health – Public Health Emergency Preparedness (PHEP);
- b. Adopt the budget change. **(4/5 vote required)**

V. REGULAR AGENDA ITEMS

A. County Counsel – Diane Freeman

Agriculture Commissioner-Sealer – Jimmy Hook

- 1. a. Consider waiving the second reading of the proposed Ordinance amending regulations for industrial hemp in the unincorporated areas of Kings County;
- b. Adopt the Ordinance amending regulations for industrial hemp in the unincorporated areas of Kings County.

B. Human Resources – Carolyn Leist

- 1. Consider approving the updated Deferred Compensation Investment Policy and Procedure Statement.

C. Human Services Agency – Wendy Osikafo/Monica Connor

- 1. Consider adopting a Proclamation designating March 2023 as Social Worker Appreciation Month in Kings County.

D. Information Technology Department – John Devlin

- 1. a. Consider approving the Memorandum of Understanding with Golden State Connect Authority for implementation of the Broadband Planning Grant;
- b. Adopt the budget change. **(4/5 vote required)**

E. Public Health Department – Rose Mary Rahn/Heather Silva

- 1. a. Consider accepting the California Strengthening Public Health Initiative allocation;
- b. Approve the Acknowledgement of Allocation Letter to the California Department of Public Health for \$764,714 for the period December 1, 2022 to November 30, 2027;
- c. Adopt the budget change. **(4/5 vote required)**



F. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. Consider authorizing the Public Works Director to sign the Consultant Services Agreement with Mark Thomas & Company, Inc., to prepare Plans, Specifications, and Estimate package for the Kettleman City Pedestrian Bridge Project.

VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII. CLOSED SESSION

- ◆ **Significant exposure to litigation: (1 Case)**
[Govt. Code Section 54956.9 (d)(2)(e)(3)]
- ◆ **Workers Compensation: (3 Cases) [Govt. Code Section 54956.95]**

The next regularly scheduled meeting will be held on Tuesday, March 14, 2023 at 8:30 a.m. This will be the Les Collins’ Memorial Youth in Government Day, sponsored by the Hanford Rotary Club.

<i>FUTURE MEETINGS AND EVENTS</i>		
March 14	8:30 AM	Regular Meeting. This will be the Les Collins’ Memorial Youth in Government Day, sponsored by the Hanford Rotary Club.
March 21	9:00 AM	Regular Meeting
March 21	2:00 PM	Board of Equalization - Regular Meeting
March 28	9:00 AM	Regular Meeting
April 4	9:00 AM	Regular 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>		

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Board of Supervisors Regular Meeting Action Summary

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE
MEMBERS PRESENT: JOE NEVES, DOUG VERBOON, RUSTY ROBINSON, RICHARD FAGUNDES
MEMBERS ABSENT: RICHARD VALLE



**II. EMPLOYEE RECOGNITION – Edward Hill/Marie Waite
Presentation to the Employee of the 4th Quarter of 2022.**

Kimberlee Eggert, Assistant Director of Child Support Services was the recipient of the Employee of the 4th Quarter of 2022.

III. UNSCHEDULED APPEARANCES

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Scott Garrison, Kings County Firefighters Association introduced the Fire Departments service dog, Oreo to help fire personnel with mental health issues and for outreach to the community.

Kelly Vernon, Kings County Chief Probation Officer stated that this is her last meeting as she has accepted the position of Tulare County Chief Probation Officer effective March 13, 2023. She thanked public, staff and the Board for their support during her 30 years of service to the County.

Evan Jones, Kings County Purchasing Manager introduced the Board to Ligeia Tunnicliffe, Kings County Purchasing Assistant.

Bill Lynch, Kings County Fire Chief stated that there was a hazardous material incident at the 7900 block of Lacey Boulevard this morning and to maintain safety the California Highway Patrol rerouted traffic on westbound Highway 198.

Catherine Kemp, Kings County resident stated her concerns with changes to policies at Kings River Cemetery affecting what can be placed on gravesites and how it affects those with loved ones buried in the cemetery and hopes the Board of Supervisors can work with the Cemetery District Board on these issues.

Jessica Kemp, Kings County resident stated that the changes proposed by the Kings River Cemetery District Board to what can be placed on the sacred ground gravesites will negatively affect families with loved ones buried in the cemetery.

Supervisor Verboon inquired what authority, if any, the Board of Supervisors has over the cemetery districts. Diane Freeman, Kings County Counsel stated that the Board of Supervisors do not have authority over the actions of the Hanford Cemetery District Board as they are an independent special district, this Board only has appointing authority of their Board members.

Soledad Mendez, Kings County resident stated that her son was murdered in 2016 and is buried in Hanford Cemetery and the proposed changes to what can be placed on the gravesites by the families will greatly affect everyone who wishes to honor their loved ones buried in the cemeteries.

Karen Covarrubias, Kings County resident asked to have the Hanford Cemetery District Board to allow those who purchased plots for their loved ones to continue to decorate their graves as they have been allowed to.

Tom Doyel, Kings County resident stated that he is a lifelong resident and even though he has been a statistic through addiction, homelessness and through his six years of recovery he has great concerns for the proposed homeless shelter facility in Armona and the problems it will bring to the area. He thanked Supervisor Robinson for walking the area and discussing the proposed project with constituents.



Isaias Gonzalez, Kings County resident stated that he is a 20-year resident and requested the Board to not approve the homeless shelter project in Armona as it will bring problems to the area.

Ines Gonzalez, Kings County resident stated that the homeless shelter is a commendable project and the neighborhood where it is proposed will bring safety issues to the residents in the area.

Luz Mercado, Kings County resident asked the Board to not approve the proposed homeless shelter in the Armona area, or near schools or homes, look for property away from those areas for the safety of the residents.

Sarah Hacker, Kings County District Attorney introduced Jacob Sanchez, from her office who was recognized by the Hanford Chamber of Commerce as Volunteer of the Year for his service to the community through commitments on committees.

Lisa Shaw, Corcoran Chamber representative thanked the Board of Supervisors for approving the Small Business grants through the American Rescue Plan Act funding and for extending the program from December 2022 through today to allow an additional 23 applications for businesses to receive funding. She thanked the Board for looking out for small business owners in Kings County.

IV.

APPROVAL OF MINUTES

A. Report out of Closed Session from the special meeting for February 6, 2023.

REPORT OUT: Diane Freeman, County Counsel stated that at the Special Meeting for February 6, 2023 the Board voted (JN, DV, RR, RF-Aye, RV-Absent) to offer a conditional offer of employment to Erik Gonzalez, he accepted and his appointment and compensation will be confirmed in open session today.

B. Report out of Closed Session from the regular meeting for February 7, 2023.

REPORT OUT: Diane Freeman, County Counsel stated the Board took no reportable action in closed session today.

C. Approval of the minutes from the special meeting for February 6, 2023.

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

D. Approval of the minutes from the regular meeting for February 7, 2023.

ACTION: APPROVED AS AMENDED TO REFLECT THE CORRECT INFORMATION AS TO SUPERVISOR ROBINSONS ANNOUNCEMENT AND REPORT (RF, JN, RR, DV-Aye, RV-Absent)

V.

CONSENT CALENDAR

A. Behavioral Health Department:

1. a. Consider approving an Agreement with California Health and Human Services Agency for the Statewide Data Sharing Agreement effective March 1, 2023, until terminated;
- b. Authorize the Director of Behavioral Health to sign the Agreement with California Health and Human Services. **[AGMT 23-016]**

B. Community Development Agency:

1. Consider authorizing a three-week extension of time to the Water Commission so that they may present their report concerning the Water Resources Oversight Commission Formation Ordinance at the April 4, 2023 Board of Supervisors meeting.

C. District Attorney's Office:

1. Consider authorizing the advance step hire for applicant Jin Lee for a Deputy District Attorney I Step 5 position at Salary Range 230.5 (\$41.95/hour).
2. Consider authorizing the advance step hire for applicant Lamis Chandler for a Deputy District Attorney III Step 5 position at Salary Range 265.5 (\$59.43/hour).



3. a. Consider adopting a Resolution authorizing the District Attorney's Office to submit Fiscal Year 2023-2024 application for the Automobile Insurance Fraud Program; **[RESO 23-006]**
- b. Adopt a Resolution authorizing the District Attorney's Office to submit Fiscal Year 2023-2024 application for the Workers Compensation Insurance Fraud Program. **[RESO 23-007]**

D. Public Health Department:

1. a. Consider authorizing the Director of Public Health to accept the \$5,000 sponsorship from CalViva; **[AGMT 23-017]**
- b. Adopt the budget change. **(4/5 vote required)**
2. Consider approving an amended Agreement for the California Health Collaborative Contract effective upon execution. **[AGMT 21-165.1]**

E. Public Works Department:

1. Consider approving a Notice of Completion for The Branch Air Handlers project to provide notice to interested parties that the work has been completed.

F. Sheriff's Office:

1. a. Consider authorizing the Sheriff's Office to allow the Deputy Sheriffs' Association to purchase the two service handguns;
- b. Approve the purchase of two Glock handguns as replacements;
- c. Adopt the budget change. **(4/5 vote required)**

G. Administration:

1. Consider denying the Claim for Damages filed by Lisa Despres.
2. Consider appointing two new members to the Kings Early Education Planning Council.
3. a. Consider approving an Agreement with Sound Contracting, Inc. for professional services to perform audio visual upgrades to the Administration Building Multi-purpose room retroactively to November 29, 2022; **[AGMT 23-018]**
- b. Approve an Agreement with Sound Contracting, Inc. for professional services to perform audio visual upgrades to the Board Chambers as part of the ARPA approved capital project retroactively to November 29, 2022. **[AGMT 23-019]**

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

VI.

REGULAR AGENDA ITEMS

A. Community Development Agency – Chuck Kinney/Alex Hernandez

1. Consider authorizing the Community Development Agency Director to withdraw Community Development Block Grant Agreement No. 20-CDBG-CV2-3-00155.

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

B. Fire Department – William Lynch

1. a. Consider approving the acceptance of the pass-through funding from California Office of Emergency Services; **[AGMT 23-020]**
- b. Authorize the Fire Chief to sign required documentation related to the funding award;
- c. Adopt the budget change. **(4/5 vote required)**

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

C. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. Consider authorizing the Public Works Director to sign the Consultant Services Agreement with Mark Thomas & Company, Inc., to prepare Plans, Specifications, and Estimate package for the Kettleman City Pedestrian Bridge Project. **[AGMT 23-021]**

ITEM WAS PULLED AND WILL BE BROUGHT BACK ON THE MARCH 7, 2023 AGENDA



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

1. Consider adopting a Resolution proclaiming the month of February 2023 as National Children’s Dental Health Month in Kings County. **[RESO 23-008]**

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

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

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

E. Administration – Edward Hill/Kyria Martinez/Matthew Boyett

1. a. Consider authorizing staff to submit two Federal Fiscal Year 2024 Federal Earmark Project Funding submission;
b. Authorize staff to submit two State Budget Earmark Project Funding request through the State budget;
c. Authorize the Chairman to sign the letters of support for the projects submitted to Senator Alex Padilla, Senator Dianne Feinstein, and Representative David Valadao.

ACTION: APPROVED AS AMENDED ON LOCATION, TO BE DETERMINED (JN, DV, RR, RF-Aye, RV-Absent)

2. Consider directing staff regarding the County’s response to the notification seeking comment regarding any potential impacts to County operations under the proposed trust land acquisition.

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

3. Consider confirming the appointment of Erik Gonzalez to the position of Director of Finance effective March 13, 2023 and set the compensation.

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

4. Consider receiving an update on the Kings County American Rescue Plan Act Small Business Assistance program.

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

5. a. Consider adopting a Resolution approving the execution of an Agreement to join the Golden State Connect Authority for the purpose of Expanding Broadband Access and Quality in Rural Counties; **[RESO 23-009] [AGMT 23-022]**
b. Appoint a delegate and alternative Supervisor to the Golden State Connect Authority Board of Directors.

ACTION: APPROVED AS PRESENTED AND APPOINTED SUPERVISOR VERBOON AS DELEGATE AND SUPERVISOR ROBINSON AS ALTERNATIVE (JN, RF, RR, DV-Aye, RV-Absent)

6. a. Consider adopting a Resolution to join the Environmental Services Joint Powers Authority for environmental and regulatory issues related to the planning, management and operation of solid waste programs; **[RESO 23-010] [AGMT 23-023]**
b. Appoint a delegate and alternative Supervisor to the Environmental Services Joint Powers Authority.

ACTION: APPROVED AS PRESENTED AND APPOINTED SUPERVISOR VERBOON AS DELEGATE AND SUPERVISOR ROBINSON AS ALTERNATIVE (JN, RF, RR, DV-Aye, RV-Absent)

7. a. Consider adopting a Resolution approving the execution of an agreement to join the Golden State Finance Authority joint power authority; **[RESO 23-011] [AGMT 23-024]**
b. Appoint a delegate and alternative Supervisor to the Golden State Finance Joint Powers Authority.

ACTION: APPROVED AS PRESENTED AND APPOINTED SUPERVISOR VERBOON AS DELEGATE AND SUPERVISOR ROBINSON AS ALTERNATIVE (JN, RF, RR, DV-Aye, RV-Absent)



VII. STUDY SESSION

A. Public Works Department – Dominic Tyburski

1. Receive an overview of the Kings County Government Center Solar Project.

THE BOARD RECEIVED INFORMATION AND DISCUSSED POSSIBLE ADDITIONS TO THE PROJECT AND DIRECTED STAFF TO BRING THE ITEM BACK ON A FUTURE AGENDA.

VIII. 10:00 AM PUBLIC HEARING

**A. County Counsel Department – Diane Freeman
Agriculture Department – Jimmy Hook**

1. a. Conduct a public hearing on a proposed Ordinance amending regulations for industrial hemp cultivation in the unincorporated areas of Kings County;
b. Introduce and waive the first reading of the proposed Ordinance amending regulations for industrial hemp cultivation in the unincorporated areas of Kings County
c. Find that the adoption of the proposed ordinance would be exempt from review under the California Environmental Quality Act.

SUPERVISOR VERBOON OPENED THE PUBLIC HEARING, NO TESTIMONY WAS RECEIVED AND THE PUBLIC HEARING WAS CLOSED. ACTION: APPROVED AS PRESENTED (JN, RR, RF, DV-Aye, RV-Absent)

IX. 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 Robinson stated that he attended the National Association of Counties conference in Washington, D.C., attended the San Joaquin Valley Air Pollution Control District Board meeting and attended the California State Association of Counties New Supervisors Institute in Sacramento.

Supervisor Fagundes stated that he has been grateful for the rain that the region has received which is helpful for the local farmers.

Supervisor Neves stated that he attend the Kings County First 5 Children & Families Commission meeting, attended the Kings County Library Mobile Library ribbon cutting, attended the City County Coordinating Conference in Corcoran, attended the West Hills College rebranding meeting, attended the Avenal Rotary Club trip to Parkfield for Valentine’s Day lunch, attended the Young Ladies grand Institute luncheon, attended the CalViva meeting, announced his 19th season softball opening game, announced the West Hills College basketball game, attended the Kings County Area Public Transit Agency meeting, attended the Kings County Association of Governments meeting, attended the Hanford Chamber of Commerce annual citizens recognition dinner, attended the Cabrillo Club meeting, attending the Behavioral Health community meeting and discussed the recent rain events and flood water releases to the region.



- ◆ Board Correspondence, Upcoming Events and Information on Future Agenda Items: **Edward Hill stated that he would provide a written copy of this regular report which is included below:**

Board Correspondence: The Board received a copy of the Audit Engagement Letter regarding the regular audit of the District Attorney's Insurance Fraud Grant Programs by the California Department of Insurance. He stated that on February 13, 2023 the Board received a notice from the Dudley Ridge Water District regarding their sum required to discharge all obligations and the amount of assessments to be raised to cover those obligations. He stated that on February 10, 2023 the Board received notice from the US Department of the Interior regarding a Notice of Non-Gaming Land Acquisition Application which was discussed today during our regular meeting. He stated that on February 16, 2023 the Board received notice from the US Department of Agriculture regarding announcing the availability of the Farm Service Agency Emergency Loan Program to primary counties and contiguous counties affected by the recent winter storms. The notice included information on who can apply, how to apply, how to access additional information and important deadlines and staff has shared this information with the Agricultural Commissioner and asked that he also share with the Kings County Farm Bureau. He stated that Supervisor Valle shared an email announcing the save the date for the Veterans Memorial Statue unveiling in Corcoran scheduled for Saturday, April 29, 2023.

Upcoming Events: On March 17, 2023 there will be a St. Patrick's Day Bash in Downtown Hanford, from 9:00 p.m. until midnight, the event is open to all. The Chalk it Up, Chalk Art Festival will be held on March 25, 2023, between 12:00 p.m. to 4:00 p.m. at the Kings Art Center at 605 N. Dooty Street in Hanford. The cost is \$25/square with Chalk included. Prizes will be awarded for 1st, 2nd and 3rd the event is open to all ages. There will be a Music in Park/Baked Potato fundraiser in Avenal on Saturday, March 25, 2023 at Floyd Rice Park, at this time that is all the details we have and will update them as they become available. The Mary Immaculate Queen Parents Association will be holding their 14th annual golf tournament on Monday, March 13, 2023 at the Kings County Country Club. The cost is \$800 for teams of four and there will be a shotgun start at 10:30. They are also looking for sponsors for the event. The American Legion Post 100 Lemoore will be holding their Corned Beef & Cabbage Dinner on Friday, March 17, 2023 from 5:30 p.m. to 7:30 p.m. Tickets are \$12 per person. Kings County will be hosting Youth in County Government Day on Tuesday, March 14, 2023 from 8:30 a.m. – 1:30 p.m. invitations have been extended to all high schools within Kings County to send students who will be able to job shadow a Board Member, Department Head, or designee throughout the day. Students will be able to attend a special luncheon with a guest speaker sponsored by Hanford Rotary. Kings County looks forward to bringing back this event and inspiring our youth to a future in government careers.

Information on Future Agenda Items: The following items will be on a future agenda: Assessor/Clerk-Recorder - Software agreement with Tyler Technologies, County Counsel & Agricultural Commissioner – second reading of the Hemp Ordinance; Information Technology – Memorandum of Understanding with the Golden State Connect Authority and renewal for technical support services with Oracle for our Peoplesoft system; Human Resources – Deferred compensation investment policy updates; Human Services Agency – Social Worker appreciation month proclamation, amendment with Kings Community Action Organization for childcare resources and referral services and purchase of replacement laptops; Public Health - Carry forward funds from the public health emergency preparedness grant.



- X. CLOSED SESSION**
- ◆ **Personnel Matter: [Govt Code Section 54957]
Public Employee Appointment: Chief Probation Officer**
 - ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]
Negotiator: Edward Hill**
 - Unrepresented Management

XI. ADJOURNMENT
The next regularly scheduled meeting will be held on Tuesday, March 7, 2023 at 9:00 a.m.

<i>FUTURE MEETINGS AND EVENTS</i>		
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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 March 7, 2023

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Maria Rodriguez-Lopez
SUBJECT: FIRST AMENDMENT AGREEMENT WITH KINGS COMMUNITY ACTION ORGANIZATION FOR CHILDCARE RESOURCES AND REFERRAL SERVICES

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to amend agreement (Board Agreement No. #22-069) with Kings Community Action Organization (KCAO) to administer the California Work Opportunity and Responsibility to Kids (CalWORKS) Stage 1 Childcare Program and the Emergency Childcare Bridge Program for Foster Children childcare resources and referral services amending the previous budget for Fiscal Year (FY) 2022/2023 and the Scope of Work for FY 2022/2023 and 2023/2024.

Recommendation:

Approve the amendment with Kings Community Action Organization for the provision of Childcare Programs.

Fiscal Impact:

The cost of the operation of this agreement is funded with dedicated Federal Temporary Assistance for Needy Families funds and State General Funds up to the allocated amounts. The cost for FY 2022-2023 is \$4,184,006 and \$3,248,502 for FY 2023-2024 for the provision of childcare services with KCAO. The expenditure appropriation and revenues are included in HSA’s FY 2022-2023 adopted budget (Budget Unit 510000).

BACKGROUND:

HSA receives funding from the California Department of Social Services (CDSS) to administer childcare services for both the CalWORKs and Emergency Childcare Bridge Program for Foster Children (Bridge
(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FIRST AMENDMENT AGREEMENT WITH KINGS COMMUNITY ACTION ORGANIZATION FOR CHILDCARE RESOURCES AND REFERRAL SERVICES

March 7, 2023

Page 2 of 2

Program). CalWORKs childcare services are intended for participants who are in their first three months of participation in Employment & Training Services or whose participation situation has not stabilized. Bridge Program childcare services are intended to provide stability to families with foster children.

The services provided by KCAO include the arrangement for childcare to allow for participation in Employment & Training Service activities, employment, or activities recommended by Child Welfare Services. KCAO administers both childcare services under CalWORKs and the Bridge Program for HSA to reduce the number of contacts for both participants and the childcare providers. The average number of children accessing childcare each month increased by 67% compared to last year.

Given the current trajectory related to the increase in the average number of children accessing childcare services, we will exceed our current contracted budget for FY 2022/2023. HSA is seeking to increase funding for the administration of childcare services for both the CalWORKs and Bridge Program by amending the KCAO contract budget to allow for KCAO to continue to provide childcare services for the community.

The last agreement with KCAO to administer childcare services for both the CalWORKs and Bridge Programs was approved on June 28, 2022 (Board Agreement #22-069) for FY 2022/2023 for the amount of \$3,221,093, as we based the budget on the prior year allocation. On September 6, 2022, we received the FY 2022/2023 Bridge Program allocation from the State for a total of \$514,842 allotting an increase to the KCAO contract budget of \$262,651. Additionally, the overall upsurge in need for childcare services has resulted in the need to increase CalWORKs childcare program budget from \$3,063,665 to \$3,763,927, which is an addition of \$700,262.

The amendment increases the previous total budget for FY 2022/2023 from \$3,221,093 to \$4,184,006. The amendment removed budget language from the Scope of Work that provided the dollar amount related to the CalWORKs and the Bridge Program childcare services as this information is provided in Exhibit B of the document.

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

Agreement No. _____

COUNTY OF KINGS

1st AMENDMENT TO AGREEMENT

This first amendment (“1st Amendment”) of Agreement No. 22-069 (“Agreement”) is entered into on _____, 2023, by and between the County of Kings, a political subdivision of the State of California (“County”) and Community Action Organization, Incorporated, a private non-profit corporation (“Contractor”) (singularly a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Parties entered into the Agreement on or about June 28, 2022, for Contractor to provide child care services to recipients of services of CalWorks, Cal Learn, and HSA’s Child Welfares Services (“CWS”);

WHEREAS, the California Department of Social Services (“CDSS”) funds the above programs and informed the County on or about September 6, 2022, of the funding allocation for the Emergency Child Care Bridge Program (“Bridge Program”) (CDSS, County Fiscal Letter No. 22/23-11, September 6, 2022.);

WHEREAS, the Section 6 of the Agreement authorizes the Parties to modify the Agreement’s terms by a written amendment, executed by the Parties; and

WHEREAS, the Parties intend to amend the Agreement to update the scope of work and operating budget based on the funding allocation for the Bridge Program;

NOW, THEREFORE, the Parties agree to modify the Agreement as follows:

1. **Exhibit A** to the Agreement is replaced with the **Revised Exhibit A**, attached to this 1st Amendment. Any reference throughout the Agreement, or its exhibits, to “**Exhibit A**” is replaced with “**Revised Exhibit A**”.
2. **Exhibit B** to the Agreement is replaced with the **Revised Exhibit B**, attached to this 1st Amendment. Any reference throughout the Agreement, or its exhibits, to “**Exhibit B**” is replaced with “**Revised Exhibit B**”.
3. The recitals and exhibits are integral to this 1st Amendment and are incorporated into this Agreement by this reference.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

5. The Parties may execute this 1st Amendment by electronic means, and in two (2) or more counterparts that together constitute one (1) agreement.

7. Each signatory to this 1st Amendment represents it is authorized to enter into this Agreement and bind the Party to which its signature represents.

IN WITNESS WHEREOF, the Parties executed 1st Amendment on the day and year first written above.

COUNTY OF KINGS

KINGS COMMUNITY ACTION ORGANIZATION, INCORPORATED

By: _____
Richard Valle, Chairman
Kings County Board of Supervisors

By:  _____
948A4E703A9C51BD1BEA694FF960EAB7 ready|sign
Jeff Garner, Executive Director

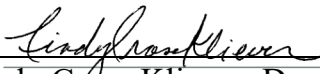
ATTEST

APPROVED AS TO INSURANCE

By: _____
Catherine Venturella, Clerk of the Board

By:  _____
813BB3CAD9655817F55563489257F37C ready|sign
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:  _____
Cindy Cruse Kliever, Deputy County Counsel

Exhibits/Attachments:
Revised Exhibit A: Scope of Work
Revised Exhibit B: Compensation/Operating Budget

REVISED EXHIBIT A

Scope of Work

A. Contractor shall:

In General: Provide child care to participants of CalWORKs, CWS, and Cal Learn by meeting all three (3) stages of child care pursuant to CDSS' regulations and the California Department of Education ("DOE"). CalWorks Participants must be transitioned through stages of child care based on individual Participants' work activities, length of time enrolled in CalWorks, and funding availability. Participants referred from HSA's Child Welfare Service ("CWS") will be evaluated for child care services eligibility funded by CalWORKs or Cal Learn, prior to accessing funding from the Bridge Program. Transitions through child care stages must be accomplished in a seamless manner to avoid the interruption of services to preserve the Participant's plan for self-sufficiency. Participants of the above programs are referred to as "Participants."

Specifically, Contractor shall:

1. Provide HSA-referred Participants with a child care plan that ensures the safety of the child and provide adequate hours of care within the rates allowed by CDSS. This will include performing Trustline, and Health and Safety Certifications required by CDSS.
2. Provide each CalWORKs and CWS Participants with individual reviews of their child care plan.
3. Provide HSA information on license-exempt care providers. Collect the following information about license-exempt providers and relay said information to HSA and Participants on demand:
 - a. The care providers name and address.
 - b. The address where care is to be provided.
 - c. The hours care is to be provided and the charge for this care.
4. Permit parental choice in the selection of child care providers, allowing split shift, weekend, and night care, as indicated by the Participant's referral. Also, authorize sufficient time for child care when Participant works evenings, to allow Participants to sleep during the day when the child or children will be awake.

5. Allow Participants the option to enroll in-person, by phone or virtually.
6. Recruit and enroll new child care resources to provide adequate child care slots. On a semi-annual basis, provide to HSA the number of available child care slots.
7. Provide child care enrollment services in rural areas or work towards establishing enrollment services in rural areas.
8. Provide Trauma-informed care training and coaching designated by the CDSS to service providers of families involved with CWS. Training must include, but is not limited to, infant and toddler development and research-based and trauma-informed best care practices. On a monthly basis report to HSA the number of trauma-informed care trainings held and number of child care providers that attended training.
9. Notify HSA two (2) months prior to the termination of services in the event that Bridge Program is needed. The extension must be approved by the HSA's Bridge Program Liaison.
10. Provide payment services for all three (3) stages of child care, CalLearn and the Bridge Program to ensure that care is provided for in a seamless manner. Payment services are authorized only after verifying the need for the Bridge Program.
 - a. As appropriate, or as directed by HSA, child care should be provided from Stage III and Stage II funding sources, respectively. In the event Contractor fully expends Stage III funding, Contractor shall use Stage II funding. Contractor may request payment for care from Stage I funds for Participants that are NOT in either: i) in the first three (3) months of their CalWORKs plan; or ii) an unstable situation as determined by HSA, and only on the condition that all Stage II funds have been expended. As established by HSA, a Participant will be considered stable after participating in an employment and/or educational activity for a period of three (3) consecutive months.
 - b. The payment system must allow for advance payments for care.

c. The payments for care are determined by utilizing regional market rates established by the Child Care Resource and Referral Network, as directed by CDSS for CalWORKs and CWS funded child care, and by the DOE for DOE funded child care. (DSS County Letters 01-39 and 17-109.)

11. Report monthly to HSA the following data sorted by CalWORKs and CWS Program on or before the twentieth (20th) of the month following the month services were rendered, on:

- a. Number of referrals received;
- b. Number of Participants receiving child care services;
- c. Number of children receiving child care services;
- d. Number of children less than two (2) years of age;
- e. Number of children between the ages of two (2) and five (5) years of age;
- f. Number of children six (6) years of age and older;
- g. Number of children in specific child care settings (e.g., child care centers, family child care homes, and license exempt providers);
- h. Number of children on Bridge Program extensions;
- i. Number of children on Bridge Program for less than six (6) months;
- j. Number of children that qualified for alternative child care at initial screening;
- k. Number of children that transitioned to alternative child care;
- l. Number of Trauma Informed Care trainings provided;
- m. Number of Trauma Informed Care training attendees;
- n. Number of clients contacted within three (3) days of receiving the referral; and
- o. Number of families that completed the enrollment process within two (2) weeks after attending their initial enrollment appointment.

12. Complete reports in the format developed and mandated by the CDSS for reporting this data to meet state reporting requirements. (See **Exhibit C**, **Exhibit D**, and **Exhibit E** of this Agreement for a description of the reporting format and instructions for completion of the monthly reports.)

13. Report monthly to HSA by the 20th day of each month a list of families receiving child care under Stage I and the Bridge Program for Participants' HSA expects child care to end the following month. The report must reflect the following information:

- a. Client's Name

- b. Social Security Number
 - c. End Date for Child Care Services
 - d. Worker Name
14. Provide a system to report overpayments to child care providers and HSA.
 15. Place CalWORKs and CWS Participants on the DOE's ranking list as mandated DOE's regulations.
 16. Monitor child care providers in accordance with DOE regulations.
 17. Notify HSA of any grievances filed on behalf of CalWORKs and CWS Participants within two (2) days of lodging of the grievance.
 18. Notify HSA of any suspected fraudulent or improper use of CalWORKs and CWS funds that comes to Contractor's attention; and of any suspected misrepresentations made to HSA, its representatives, or contractors regarding enrollment of CalWORKs and CWS Participants in child care programs.
 19. Maintain adequate and qualified staffing to meet the work requirements of this Agreement.
 20. Administer four (4) separate client surveys each quarter of each fiscal year to obtain feedback on the delivery of child care services. HSA will assist in the development of the survey questions.
 21. Access the Child Care Administrator Portal to i) verify each Participant's eligibility and accuracy of the information supplied to transfer to Participants to Stage II and State III child care services; and to access the CalWORKs Stage II Monthly report. Access shall include current and former CalWORKs cash aid recipients who have received CalWORKs aid in the past 36 months. Access shall be granted via a single summary screen that contains current individual family data needed to enroll a family in CalWORKs Child Care services or transfer a family between changes including from the Bridge Program to Stage I.

The Child Care Administrator Portal will also provide access to the CalWORKs Stage II administrators' monthly report on families discontinued from CalWORKs in the last thirty (30) days and have not received CalWORKs benefits in the prior thirty (30) days.

B. County shall:

1. Refer families eligible for child care services from all licensed and license exempt care providers and County shall pay said child care providers within limits established for the County by CDSS and DOE.
2. Maintain procedures to collect child care overpayments.
3. Provide CalWORKs and CWS funding to Contractor to provide services identified in the County's responsibilities identified in this Agreement.
4. As the lead administrator of the Child Care Administrator Portal, create or modify user roles, assign privileges, or disable users.
5. Conduct a survey of Participants regarding the child care services they received and share survey results with the Contractor to improve the quality of services.

C. Contract Benchmarks

1. Contact one hundred percent (100%) of client within one (1) to three (3) business days of receiving the referral.
2. Eighty percent (80%) of Participants will complete the child care enrollment process within two (2) weeks of Participants attending the initial enrollment appointment.

REVISED EXHIBIT B

Project Name: KingsWORKs & Foster Bridge Agreement			
Term: 2022-2023 Revision #1			
BUDGET CATEGORY AND LINE ITEM DETAIL	Total Cost	KingsWORKs Child Care Program	Foster Bridge Child Care Program
A. Personnel Costs	\$249,400	\$224,323	\$25,077
<p>Program Director (20.65% FTE) Develops, monitors, and ensures all budget, program requirements, and activities are fulfilled and in compliance with funding terms and conditions.</p> <p>Child Care Manager (24.26%) oversees overall operations of child care subsidy programs including providing guidance and direction to supervisor and staff.</p> <p>Fiscal Analyst (21.12%) prepares, coordinates and monitors budget in conjunction with finance department.</p> <p>Provider Reimbursement Supervisor (41.29% FTE) Provides supervision to staff, plans and trains staff, and processes and completes provider payment and reports.</p> <p>3 Provider Payment Technician (41.29% FTE) Reviews, calculates, and processes provider payments. Provides attendance sheet technical assistance to providers.</p> <p>2 Child Care Enrollment Specialist (100% FTE) Conducts intake enrollment appointment, maintains ongoing case management, and transfers family eligible for stage 2, or 3.</p> <p>3 Child Care Enrollment Specialist (24.60 FTE) Conducts intake enrollment appointment, maintains ongoing case management for foster bridge families.</p> <p>Child Care Office Assistant (21.12% FTE) Provides program support with clerical functions and directs and assists consumers of child care to appropriate staff. Prepares provider files and assist in the process of provider payment.</p> <p>Resource & Referral Program Specialist (13.83%FTE) - Provide child care navigation services to foster bridge child care families.</p> <p>Resource & Referral Program Manager (2.85% FTE)- Provide training and coaching to child care providers working with children, and children of parenting youth in the foster care system.</p>			
B. Fringe Benefits Cost	\$67,883	\$58,331	\$9,552
<p><u>Personnel Benefits</u> Includes: Health, Workers Compensation, Pension, FICA SUI, and Vacation.</p>		\$58,331	\$9,552
C. Operational Costs	\$96,894	\$44,578	\$52,316
<p><u>Supplies:</u> office supplies, raw food supplies, kitchen utilizes, program supplies, small tools, janitorial supplies, copier supplies computer supplies, computer software</p>	\$23,887	\$7,249	\$16,638
<p><u>Equipment:</u> equipment rental, postage meter rental, equipment maintenance</p>	\$3,177	\$3,162	\$15

**Project Name: KingsWORKs & Foster Bridge Agreement
Term: 2022-2023 Revision #1**

BUDGET CATEGORY AND LINE ITEM DETAIL	Total Cost	KingsWORKs Child Care Program	Foster Bridge Child Care Program
<u>Communication</u> : publications and subscriptions, dues and memberships, internet expenses, telephone, postage, photocopies, outside printing.	\$5,573	\$5,324	\$249
<u>Occupancy</u> : storage, utilities, building repair/maintenance, grounds maintenance, 3 year building lease, building capacity	\$5,744	\$4,827	\$917
<u>Outside Services</u> : contracted services.	\$10,029	10,000	\$29
<u>Vehicle Expenses</u> : gas and oil, vehicle insurance, vehicle license and fees, vehicle repair and maintenance.	\$35	\$20	\$15
<u>Travel and Training</u> : staff travel/local, staff travel/out of area, per diem, staff training, conference registration, workshop expense.	\$38,571	\$4,180	\$34,391
<u>Other Expenses</u> : bank charges, insurance and bonding, property taxes, pre-employment physicals, finger printing, fees and licenses, disposal fees, miscellaneous expense, other program support for CCIP	\$7,008	\$6,970	\$38
<u>Depreciation Expense</u> : Allocated depreciation expense.	\$2,677	\$2,652	\$25
<u>Employment Expenses</u> : pre-employment, current employee.	\$194	\$194	\$0
D. Child Care Payments	\$3,390,190	\$3,095,222	\$294,968
E. Indirect Costs 10.00% Indirect Cost	\$379,638	\$341,472	\$38,165
TOTAL PROGRAM COSTS	\$4,184,006	\$3,763,927	\$420,079

Project Name: KingsWORKs & Foster Bridge Agreement
Term: 2023-2024

BUDGET CATEGORY AND LINE ITEM DETAIL	Total Cost	KingsWORKs Child Care Program	Foster Bridge Child Care Program
A. Personnel Costs	\$231,008	\$194,970	\$36,038
Program Director (20.99 FTE) Develops, monitors, and ensures all budget, program requirements, and activities are fulfilled and in compliance with funding terms and conditions. Provider Reimbursement Supervisor (25.88% FTE) Provides supervision to staff, plans and trains staff, and processes and completes provider payment and reports. 2 Provider Payment Technician (25.88% FTE) Reviews, calculates, and processes provider payments. Provides attendance sheet technical assistance to providers. 3 Child Care Enrollment Specialist (100% FTE) Conducts intake enrollment appointment, maintains ongoing case management, and transfers family eligible for stage 2 or 3. Child Care Enrollment Specialist (25.88% FTE) Conducts intake enrollment appointment, maintains ongoing case management for foster bridge families. Child Care Administrative Assistant II (21.32% FTE) Provides program support with clerical functions and directs and assists consumers of child care to appropriate staff. Prepares provider files and assist in the process of provider payment. Resource & Referral Program Specialist (23.56%FTE) - Provide child care navigation services to foster bridge child care families. Resource and Referral Program Specialist (23.56% FTE) Provide coaching to child care providers working with children in the foster care system. Resource & Referral Program Manager (19.35% FTE)- Provide training and coaching to child care providers working with children, and children of parenting youth in the foster care system. Fiscal Analyst (21.32% FTE) Analyze budget categories and creates revisions when necessary. Reviews account details and provides budgetary controls in support of program compliances.			
B. Fringe Benefits Cost	\$65,596	\$51,652	\$13,944
<u>Personnel Benefits</u> Includes: Health, Workers Compensation, Pension, FICA SUI, and Vacation.	\$65,596	\$51,652	\$13,944
C. Operational Costs	\$96,894	\$44,578	\$52,316
<u>Supplies:</u> office supplies, raw food supplies, kitchen utilizes, program supplies, small tools, janitorial supplies, copier supplies computer supplies.	\$19,268	\$7,536	\$11,732
<u>Equipment:</u> equipment rental, postage meter rental, equipment maintenance	\$903	\$864	\$38

Project Name: KingsWORKs & Foster Bridge Agreement
Term: 2023-2024

BUDGET CATEGORY AND LINE ITEM DETAIL	Total Cost	KingsWORKs Child Care Program	Foster Bridge Child Care Program
<u>Communication</u> : publications and subscriptions, dues and memberships, internet expenses, telephone, postage, photocopies, outside printing.	\$11,073	\$10,140	\$933
<u>Occupancy</u> : storage, utilities, building repair/maintenance, grounds maintenance.	\$15,379	\$12,171	\$3,208
<u>Outside Services</u> : contracted services.	\$7,051	\$6,501	\$550
<u>Vehicle Expenses</u> : gas and oil, vehicle insurance, vehicle license and fees, vehicle repair and maintenance.	\$1,111	\$563	\$548
<u>Travel and Training</u> : staff travel/local, staff travel/out of area, per diem, staff training, conference registration.	\$15,291	\$6,821	\$8,470
<u>Other Expenses</u> : bank charges, insurance and bonding, property taxes, pre-employment physicals, finger printing, fees and licenses, disposal fees, miscellaneous expense, other program support.	\$11,909	\$6,824	\$5,084
<u>Depreciation Expense</u> : Allocated depreciation expense.	\$4,973	\$4,050	\$923
<u>Employment Expenses</u> : pre-employment, current employee.	\$456	\$456	\$0
D. Child Care Payments	\$2,578,668	\$2,489,124	\$89,544
E. Indirect Costs 10.00% Indirect Cost Rate	\$285,816	\$278,262	\$7,554
TOTAL PROGRAM COSTS	\$3,248,502	\$3,069,935	\$178,567



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 7, 2023

SUBMITTED BY: Human Services Agency –Wendy Osikafo/Jay Wood

SUBJECT: PURCHASE OF LAPTOPS

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to purchase laptops to replace existing personal computers (PCs) and laptop units that are off warranty.

Recommendation:

Approve the purchase of 120 replacement laptops and 135 docks.

Fiscal Impact:

There is no impact to the County General Fund with this purchase. The total costs to replace the laptops and docks is \$257,171. All expenses are funded with State, Federal, and Realignment revenue and paid from budget unit 510000, account 92103 Electronic Hardware. Replacement laptops and docks were included in the Fiscal Year 2022-2023 Adopted Budget.

BACKGROUND:

HSA has 484 budgeted positions, with 430 positions currently filled. Each HSA employee requires electronic equipment to perform their job duties. In addition, the agency must keep equipment up to date to meet increasing computer security requirements and run the latest software versions. Replacing equipment off warranty ensures that equipment is functioning correctly and allows staff to provide efficient customer service.

This purchase will allow HSA to replace existing laptops and PCs that are off warranty. The additional docking stations will provide greater flexibility for staff to move their laptops from their workstation, to reception, or to a booth to meet the needs of clients.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PURCHASE OF LAPTOPS

March 7, 2023

Page 2 of 2

In addition, docking stations will reduce tech supports staff time reconfiguring system set-up on devices that are currently shared by multiple staff members on an ongoing basis.

Information Technology is coordinating this purchase.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000143316928.1	Sales Rep	Chris Mak
Total	\$257,171.17	Phone	(800) 456-3355, 6182369
Customer #	129068602	Email	Christopher_Mak@Dell.com
Quoted On	Feb. 03, 2023	Billing To	CO OF KINGS ACCTS PAYABLE
Expires by	Feb. 28, 2023		COUNTY OF KINGS
Contract Name	Dell NASPO Computer Equipment PA - California		1400 W LACEY BLVD
Contract Code	C000000181156		HANFORD, CA 93230-5962
Customer Agreement #	MNWNC-108 / 7157034003		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Mak

Shipping Group

Shipping To	Shipping Method
SEAN WESLEY COUNTY OF KINGS 1400 W LACEY BLVD HANFORD, CA 93230-5962 (559) 582-3211	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430	\$1,755.40	120	\$210,648.00
Dell Thunderbolt 4 Dock- WD22TB4	\$229.94	135	\$31,041.90

Subtotal:	\$241,689.90
Shipping:	\$0.00
Environmental Fee:	\$480.00
Non-Taxable Amount:	\$35,256.00
Taxable Amount:	\$206,913.90
Estimated Tax:	\$15,001.27
<hr/>	
Total:	\$257,171.17

Shipping Group Details

Shipping To

SEAN WESLEY
 COUNTY OF KINGS
 1400 W LACEY BLVD
 HANFORD, CA 93230-5962
 (559) 582-3211

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell Latitude 5430	120	\$210,648.00
\$1,755.40		

Estimated delivery if purchased today:

Feb. 19, 2023

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 XCTO Base	210-BDGV	-	120	-
12th Generation Intel vPro Essentials with Intel Core i7-1255U (10 Core, 12 MB Cache, 12 Threads, up to 4.70 GHz)	379-BETV	-	120	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	120	-
No Microsoft Office License Included	658-BCSB	-	120	-
i7-1255U Trans, Intel Iris Xe Graphics, Thunderbolt	338-CDJD	-	120	-
Intel ME disabled	631-ADFC	-	120	-
16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	120	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BNJV	-	120	-
14.0" FHD (1920x1080) Anti Glare, Non-Touch, WVA, 250 nits, FHD IR Camera, WWAN	391-BGLQ	-	120	-
English US backlit keyboard, 79-key	583-BHCH	-	120	-
Wireless Intel AX211 WLAN Driver Alder Lake	555-BHIC	-	120	-
Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth	555-BHHU	-	120	-
Intel XMM 7360 LTE card for Verizon	556-BCEZ	-	120	-
DW5820E WWAN Card with Intel XMM 7360 modem, LTE-A, 4G,WW	556-BCZM	-	120	-
3 Cell 41 Whr Express Charge Capable Battery	451-BCWX	-	120	-
65W Type-C Adapter	492-BDGC	-	120	-
Palmrest, No Fingerprint, No SmartCard, Thunderbolt 4	346-BHRV	-	120	-
E4 Power Cord 1M for US	537-BBDO	-	120	-
Quick start guide	340-CYGE	-	120	-
ENERGY STAR Qualified	387-BBPC	-	120	-
Custom Configuration	817-BBBB	-	120	-
SupportAssist	525-BBCL	-	120	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	120	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	120	-
Waves Maxx Audio	658-BBRB	-	120	-
Dell Power Manager	658-BDVK	-	120	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	120	-

Dell Optimizer	658-BEQP	-	120	-
Windows PKID Label	658-BFDQ	-	120	-
Mix Model 65W Adapter + ADL CPU	340-CYOD	-	120	-
Latitude Bottom Door	321-BHJZ	-	120	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	120	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	120	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	120	-
Dell Limited Hardware Warranty	997-8317	-	120	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	120	-
Onsite/In-Home Service After Remote Diagnosis, 4 Year Extended	997-8335	-	120	-

			Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4		\$229.94	135	\$31,041.90

Estimated delivery if purchased today:
Feb. 09, 2023
Contract # C000000181156
Customer Agreement # MNWNC-108 / 7157034003

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	135	-
Advanced Exchange Service, 3 Years	872-8550	-	135	-
Dell Limited Hardware Warranty	872-8557	-	135	-

Subtotal:	\$241,689.90
Shipping:	\$0.00
Environmental Fee:	\$480.00
Estimated Tax:	\$15,001.27
Total:	\$257,171.17

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 7, 2023

SUBMITTED BY: Information Technology Department - John Devlin

SUBJECT: ORACLE TECHNICAL SUPPORT SERVICES RENEWAL ORDER FOR
PEOPLESOFT

SUMMARY:

Overview:

Kings County currently has a technical support services agreement with Oracle for the support of PeopleSoft, the County payroll system. This agreement will expire on March 17, 2023. A new services agreement covering a one-year term is proposed. The services agreement has been reviewed by County Counsel.

Recommendation:

Authorize the Purchasing Manager to sign the agreement with Oracle for the County payroll system effective March 17, 2023.

Fiscal Impact:

The fiscal impact is \$109,381 which is broken down into four quarterly payments of \$27,345. The first payment is included in Department of Finance's fiscal year 2022-2023 budget in budget unit 121000, account 93051 IT Managed Contracts. The subsequent payments will be included in the 2023-2024 requested budget.

BACKGROUND:

Kings County currently has a technical support services agreement with Oracle for the support of PeopleSoft. This agreement will expire on March 17, 2023, therefore a new services agreement covering a one-year term is proposed. This \$109,381 services renewal order exceeds the Purchasing Manager's limit and requires Board approval.

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

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



TECHNICAL SUPPORT SERVICES RENEWAL ORDER

GENERAL INFORMATION

OFFER EXPIRATION	ORACLE: Oracle America, Inc.
Support Service Number: 5181143 Offer Expires: 17-Mar-23	Oracle Contact Information: Theresa Ruggieri Telephone: 919 523 1628 Fax: 719 757 1335 Email: theresa.ruggieri@oracle.com
CUSTOMER: Kings County	
CUSTOMER QUOTE TO Account Contact: Angela Amith Account Name: Kings County Address: 1400 W LACEY BLVD HANFORD CA 93230 United States Telephone: 559 852-2564 Fax: E-mail: angela.amith@co.kings.ca.us	CUSTOMER BILL TO Account Contact: angela amith Account Name: COUNTY OF KINGS Address: KC Information Technology Department 1400 W Lacey Blvd HANFORD CA 93230 United States Telephone: Fax: E-mail: angela.amith@co.kings.ca.us

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please take a minute to make sure the email information entered above is correct. Your email address is particularly important because Oracle may email You certain notices about technical support services. If You need to make any changes to the Customer information above, You can either login to your [My Support Renewals](#) account and select "Update Quote to Information" to edit Your "Quote To" information and You can edit Your "Bill To" information at check out. Alternatively, this information can be updated by providing Your current information along with Your support service number 5181143, to Oracle per the General Information section above.

SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	18135844	1320		FULL USE	18-Mar-23	17-Mar-24	30,222.32
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	18135844	1320		FULL USE	18-Mar-23	17-Mar-24	22,213.32
PeopleSoft Enterprise Succession Planning - Enterprise Employee Perpetual	18135844	1320		FULL USE	18-Mar-23	17-Mar-24	5,039.64
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	18135844	1320		FULL USE	18-Mar-23	17-Mar-24	31,408.12
Program Technical Support Fees:							USD 88,883.40

Program Technical Support Services							
Service Level: Software Update License & Support							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle User Productivity Kit Standard - UPK Developer Perpetual	18135844	2		FULL USE	18-Mar-23	17-Mar-24	4,866.99
Oracle User Productivity Kit - UPK Employee Perpetual	18135844	1320		FULL USE	18-Mar-23	17-Mar-24	5,353.66
Program Technical Support Fees:							USD 10,220.65

Program Technical Support Services							
Service Level: Software Update License & Support							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	18582795	132		FULL USE	18-Mar-23	17-Mar-24	352.93
Program Technical Support Fees:							USD 352.93

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	18582795	132		FULL USE	18-Mar-23	17-Mar-24	344.73

Program Technical Support Fees: USD 344.73

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Micro Focus Visual COBOL for Windows for 1 Named User (Mfr is Microfocus; Third Party Program)	16550562	1		FULL USE	18-Mar-23	17-Mar-24	5,669.04

Program Technical Support Fees: USD 5,669.04

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	18582795	1320		FULL USE	18-Mar-23	17-Mar-24	3,909.78

Program Technical Support Fees: USD 3,909.78

Total Price: USD 109,380.53

Plus applicable tax

NOTES

- If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, Kings County represents that Customer has authorized Kings County to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. Kings County agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Kings County agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of COUNTY OF KINGS to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services.

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-GMA-270549 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

RENEWAL PROCESSING DETAILS

Please renew the technical support services on this renewal order on [My Support Renewals](#).

If You are unable to renew using My Support Renewals, You can renew using the options below. Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If Kings County is a tax exempt organization and is not an U.S. federal government entity, a copy of Kings County's tax exemption certificate must be submitted with Kings County's purchase order, credit card, or other acceptable form of payment.

Please note that unless You are a U.S. federal government or public sector entity, if the pre-tax value of this renewal is USD \$2,000 or less, the technical support services ordered must be paid by credit card; or You must renew Your support on My Support Renewals.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

PAYMENT DETAILS

Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 5181143
- Total Price: USD 109,380.53 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Kings County agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services renewed under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Check

If You are submitting a check for the payment of the renewal of the technical support services on this

renewal order, the check must include the following information:

- Support Service Number: 5181143
- Total Price: USD 109,380.53 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, Kings County agrees that only the terms of this renewal order and the agreement shall apply to the technical support services renewed under this renewal order. No terms attached or submitted with the check will apply.

Checks for technical support services renewed under this renewal order should be sent to:

Checks for technical support services renewed under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 884471
Los Angeles, CA 90088-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- Kings County does not issue purchase orders.
- Kings County does not require a purchase order for the services ordered hereto.

Kings County certifies that the information provided above is accurate and complies with Kings County's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, Kings County agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation will apply.

The signature below affirms Kings County's commitment to pay for the services ordered in accordance with the terms of this renewal order.

Kings County

Authorized Signature

Name

Title

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

March 7, 2023

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Everardo Legaspi
SUBJECT: CARRY FORWARD OF PUBLIC HEALTH EMERGENCY PREPAREDNESS
GRANT FUNDING FROM 2021-2022 TO 2022-2023

SUMMARY:

Overview:

Kings County Department of Public Health Emergency Preparedness Program has two approved grants, Public Health Emergency Preparedness and the Hospital Preparedness Program, with unspent balances from Fiscal Year 2021-2022 that have been authorized to carry forward into Fiscal Year 2022-2023 budgets. Kings County Department of Public Health is requesting budget allocation increases to reflect the correct grant balances for the current Fiscal Year 2022-2023.

Recommendation:

- a. Approve the grant carry over balances from Fiscal Year 2021-2022 for two grants under budget unit 417400 Health – Public Health Emergency Preparedness (PHEP);
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The recommended action will increase Revenue Transfer In account 89000 by \$61,600 and increase Special Departmental expense account 92063 by \$61,600 under budget unit 417400.

BACKGROUND:

After finalizing and submitting all invoices for Fiscal Year 2021-2022, the Public Health Emergency Preparedness grant had an ending balance of \$46,468 and the Hospital Preparedness Program had an ending balance of \$15,132 for a total \$61,600. The Kings County Department of Public Health Emergency Preparedness Program subsequently received notification by the State on January 20, 2023 that the remaining funds from Fiscal Year 2021-2022 were authorized to be carried over into Fiscal Year 2022-2023.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Public Health Emergency Preparedness	PHEP Special Departmental	100000	417400/ 407400	92063	46,468.43
General	Health – Hospital Preparedness Program	HPP Special Departmental	100000	417400/ 407600	92063	15,132.10
TOTAL						61,600.53

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Public Health Emergency Preparedness	Revenue Transfer In	100000	417400/ 407400	89000	46,468.43
General	Health – Hospital Preparedness Program	Revenue Transfer In	100000	417400/ 407600	89000	15,132.10
TOTAL						61,600.53

(B) Budget Transfer:

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

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

Explanation: To authorize the carry forward budget balances of previously approved Public Health grants.

- Public Health Emergency Preparedness (PHEP) 407400 - \$46,468.43
- Hospital Preparedness Program (HPP) 407600 - \$15,132.10

Auditor Approval

Kyria Martinez

Department Head

[Signature]

CAO Approval

Board Approval



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 7, 2023

SUBMITTED BY: County Counsel – Diane Freeman
Agriculture Commissioner-Sealer – Jimmy Hook

SUBJECT: AN ORDINANCE AMENDING REGULATIONS FOR INDUSTRIAL HEMP
CULTIVATION IN THE UNINCORPORATED AREAS OF KINGS COUNTY

SUMMARY:

Overview:

The current Ordinance regulating the cultivation of industrial hemp in the unincorporated areas of Kings County does not differentiate between hemp cultivars. This amendment incorporates the County's experience under the current Ordinance and will promote production of hemp for fiber and oilseed. On February 28, 2023, the Board of Supervisors waived the first reading of the Ordinance, conducted a public hearing, and made findings that adoption of the Ordinance would be exempt from California Environmental Quality Act (CEQA).

Recommendation:

- a. Waive the second reading of the proposed Ordinance amending regulations for industrial hemp in the unincorporated areas of Kings County;
- b. Adopt the Ordinance amending regulations for industrial hemp in the unincorporated areas of Kings County.

Fiscal Impact:

None.

BACKGROUND:

Since the Board's adoption of the Hemp Ordinance, the County has had the experience of two growing seasons for industrial hemp. As a result, the Agricultural Commissioner-Sealer convened an internal working group, including, but not limited to, Supervisor Verboon, Supervisor Neves, Sheriff Dave Robinson, District Attorney

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AN ORDINANCE AMENDING REGULATIONS FOR INDUSTRIAL HEMP CULTIVATION IN THE UNINCORPORATED AREARS OF KINGS COUNTY

March 7, 2023

Page 2 of 2

Sarah Hacker, the Community Development Agency, County Counsel's Office, and others to consider and forward for adoption an amendment to the hemp ordinance to promote production of hemp for fiber and oilseed.

The working group proposes an amendment to the Hemp Ordinance relating to required setbacks. Section 14-195(3) of the Hemp Ordinance establishes required setbacks for hemp cultivation. These setback requirements are unnecessary for industrial hemp cultivation operations meeting specified conditions. Industrial hemp strains grown for fiber and oilseed in densely populated plantings under certain cultural practices are distinguishable from high-THC cannabis strains or hemp strains grown for cannabinoids. Promoting hemp cultivation for fiber and oilseed does not provoke the same concerns of odor, public safety, or threats to nearby crops. For example, industrial hemp is typically harvested before flowers develop. Since flowers are the primary source of odors associated with cannabis cultivation, industrial hemp cultivation done in compliance with the proposed ordinance will not have a significant effect on odors.

The proposed ordinance applies only to densely planted approved cultivars. "Densely planted" is defined to mean 20 pounds per acre and if planted in rows, with spacing not to exceed 18 inches, but the proposed ordinance creates flexibility to alter this definition by regulation under Ordinance Code Section 14-193 as industrial hemp cultivation practices evolve. "Approved cultivars" means cultivars of industrial hemp on the California Department of Food and Agriculture's list of approved cultivars, but the proposed ordinance creates flexibility to further restrict the list under Section 14-193 if deemed necessary in the future to further avoid impacts on adjacent land uses. To qualify for a setback waiver, a cultivator could not engage in any of the following: harvesting, collecting, or processing of flowering tops; ornamental or clandestine cultivation; or pruning, tending, or culling of individual plants.

The Ordinance was first considered by the Board on February 28, 2023, at which time it waived the first reading of the Ordinance, conducted a public hearing, and made findings that adoption of the Ordinance would be exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3) (Commonsense Exemption) in that it can be seen with certainty that waiving setback requirements only under circumstances specified in the ordinance will not have a significant effect on the environment for reasons set forth above, and none of the circumstances in CEQA Guidelines Section 15300.2 applies.

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS AMENDING ARTICLE XI OF CHAPTER 14 OF THE KINGS COUNTY CODE OF ORDINANCES TO WAIVE SETBACK REQUIREMENTS FOR INDUSTRIAL HEMP CULTIVATION OPERATIONS MEETING SPECIFIED CONDITIONS, AND FINDING THAT THE BOARD'S ACTION IN ADOPTING THE ORDINANCE IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The Board of Supervisors of the County of Kings, State of California, ordains as follows:

SECTION 1. Findings and Declarations.

The Board of Supervisors makes the following findings in support of the enactment of this ordinance:

A. The Board of Supervisors is empowered pursuant to Article XI, Section 7 of the California Constitution to make and enforce within its jurisdictional limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.

B. Article XI of Chapter 14 of the Kings County Code of Ordinances authorizes cultivation of industrial hemp in compliance with applicable state and federal laws, subject to certain permitting requirements and standard conditions. Among these requirements are setback requirements enumerated in paragraph (3) of Section 4-195 of the Code of Ordinances.

C. These setback requirements are unnecessary for industrial hemp cultivation operations meeting specified conditions. Industrial hemp strains grown for fiber and oilseed in densely populated plantings under certain cultural practices are distinguishable from high-THC cannabis strains or hemp strains grown for cannabinoids. Promoting hemp cultivation for fiber and oilseed does not provoke the same concerns of odor, public safety, or threats to nearby crops.

D. The Board of Supervisors now desires to amend Article XI of Chapter 14 of the Kings County Code of Ordinances to set forth criteria under which setback requirements may be waived.

E. The Board’s action in adopting this ordinance is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3) (Commonsense Exemption) in that it can be seen with certainty that waiving setback requirements only under circumstances specified in the ordinance will not have a significant effect on the environment for reasons set forth above, and none of the circumstances in CEQA Guidelines Section 15300.2 applies.

SECTION 2. AMENDMENT OF ARTICLE XI OF CHAPTER 14 OF THE KINGS COUNTY CODE OF ORDINANCES.

Article XI of Chapter 14 of the Kings County Code of Ordinances is hereby amended by adding the following Section 14-195.5:

Section 14-195.5- Waiver of setback requirements

(a) The setbacks set forth in paragraph (3) of Section 14-195 of this article shall not apply to a permitted grower’s operation meeting the following requirements:

- (1) Hemp shall be grown only as a densely planted crop exclusively for seed, fiber, or both;
- (2) Only approved cultivars shall be allowed; and
- (3) The permitted grower shall not engage in any of the following in connection with the operation: harvesting, collecting, or processing of flowering tops; ornamental or clandestine cultivation; or pruning, tending, or culling of individual plants.

(b) “Densely planted” shall have the meaning given by regulation pursuant to Section 14-193 of this article. Until a regulation is promulgated, “densely planted” shall mean 20 pounds per acre if planted in rows, with spacing not to exceed 18 inches.

(c) “Approved cultivars” means cultivars on the list approved pursuant to 3 CCR § 4920, unless a more restrictive list is published pursuant to Section 14-193 of this article to further avoid impacts on adjacent land uses.

SECTION 3. SEVERABILITY; AMBIGUITIES. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions hereof. Any ambiguities arising from or relating to this ordinance shall be resolved in the reasonable discretion of the County Agricultural Commissioner after consulting the County Counsel.

SECTION 4. PUBLICATION AND NOTICE. This ordinance shall be published as provided in Government Code Section 25124. The Kings County Agricultural Commissioner or designee is hereby directed to file a Notice of Exemption pursuant to CEQA Guidelines Section 15062.

SECTION 5. EFFECTIVE DATE. This ordinance shall be effective upon the commencement of the thirty-first day following the adoption hereof.

The foregoing ordinance was duly and properly introduced at a regular meeting of the Board of Supervisors held on __, 2023, and was thereafter, at a regular meeting held on __, 2023, passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

WITNESS my hand and seal of said Board of Supervisors this _____ day of _____, 2023.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 7, 2023

SUBMITTED BY: Human Resources – Carolyn Leist

SUBJECT: DEFERRED COMPENSATION INVESTMENT POLICY AND PROCEDURE UPDATE

SUMMARY:

Overview:

In January of 2014, the Board of Supervisors adopted and signed the current Kings County Deferred Compensation Investment Policy and Procedures Statement. NFP Consulting periodically reviews the Investment Policy and Procedures Statement and makes recommendations to the Deferred Compensation Oversight Committee (“Committee”).

Recommendation:

Approve the updated Deferred Compensation Investment Policy and Procedure Statement.

Fiscal Impact:

None.

Advisory Board Statement:

The Kings County Deferred Compensation Plan requires an oversight committee for the Deferred Compensation program. The Committee is comprised of the County Administrator, Director of Finance, the Assistant Director of Finance, Treasurer, Human Resources Director, and a Retiree. On December 12, 2022, NFP Consulting made a presentation to the Committee regarding the proposed Investment Policy and Procedures updates and recommendations. The Committee concurs with these changes and recommends approval.

BACKGROUND:

The purpose of the Deferred Compensation Investment Policy and Procedures Statement is to provide standards and procedures for the Committee to use to evaluate, select, and administer an array of investment fund options.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed
and adopted on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____ Deputy.

Agenda Item

DEFERRED COMPENSATION INVESTMENT POLICY AND PROCEDURE UPDATE

March 7, 2023

Page 2 of 2

On September 12, 2022, the Committee reviewed the proposed changes by NFP Consulting for the Investment Policy and Procedures Statement and made recommendations to NFP Consulting. The drafted Investment Policy and Procedures Statement was brought back to the Committee for review and voted unanimously to recommend the approval of the update to the Board of Supervisors.

The recommended changes include, clarifying that the deselected funds will be transferred to the appropriate Qualified Default Investment Alternative and not a stable value fund (page 13), adding language on the Investment Fund Selection – Mutual Funds page that it is a general guideline only (page 14), and adding the missing Scorecard Methodology sections (pages 25-36). The Investment Policy and Procedures Statement is attached with all additions highlighted in red and underlined, and any deletions marked with a strikethrough. A final copy is also attached.

**COUNTY OF KINGS
DEFERRED COMPENSATION PLAN**

INVESTMENT POLICY AND PROCEDURES STATEMENT

~~SEPTEMBER 29,~~
2014 March 7, 2023

PURPOSES

This investment policy has been developed for the Deferred Compensation Plan to document:	Page
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INVESTMENT PHILOSOPHY

POLICY:

The Deferred Compensation Plan (Plan) is a long-term retirement savings vehicle and is intended as a source of retirement income for eligible Participants. The investment options available from the Plan will cover a broad range of investment risk and reward appropriate for this kind of retirement savings program. It is the responsibility of each Participant to evaluate the investment options. Participants bear the risk and rewards of investment returns that result from the investment options that they select. The investment options (funds) made available will be determined by the Deferred Compensation Advisory Committee (Committee) and may change from time to time.

A risk/reward structure is basic to investments. Generally, investment vehicles offering the greatest return over time also carry the highest risk or volatility of return. The inherent conflict between volatility and long range accumulation can be lessened through diversification among asset classes. To provide Participants the opportunity to select risk/reward strategies and to diversify the Deferred Compensation assets, the Plan will offer a number of investment alternatives.

The purpose of this Investment Policy is to provide standards and procedures for the Committee to use to evaluate, select, and administer an array of investment fund options.

Although the Employee Retirement Income Security Act of 1974 (ERISA) does not apply to the Plan, the Committee intends to operate the Plan generally in conformance with ERISA 404(c). However, the Plan participants will be solely responsible for the investment decisions and investment transactions that they make under the Plan.

DESCRIPTION OF INVESTMENT OPTION CATEGORIES

Asset allocation, quality, and sector concentration guidelines will be dictated by the stated policies of the manager or prospectus of a fund.

A **Money Market Option** invests in cash equivalent securities with maturities of less than one year. The money market must be rated AAA by Moody's and Standard and Poor's. The objective of the fund is to protect underlying principal value and produce a market rate of return. While the volatility risk of this option is the lowest, accumulation risk is the highest.

A **General Account or Fixed Account** invests in book value investments which may include General Account annuity products or insurance contracts. The guarantee of principal and accumulated interest is provided by the claims paying ability of the insurance company. The objective is to provide higher income than a money market fund while still providing no fluctuation in principal value.

Stable Value Option invests in Separate Account products, Guaranteed Accumulation Accounts (GAAs), Guaranteed Investment Contracts (GICs), Bank Investment Contracts (BICs), "Synthetic" GIC arrangements and money market instruments, and may invest in intermediate term fixed income securities. Investments may either be made directly or through pooled arrangements. The objective is to provide higher income than a money market fund; however the principal value is subject to market value fluctuations.

The minimum overall credit rating for this category of investment for the provider/guarantor must be A2 by Moody's and A by Standard and Poor's or higher. The Financial Strength rating for the provider/guarantor must be A1 by Moody's and A by Standard and Poor's or higher.

A **Bond Option** invests in cash equivalents and marketable fixed income securities. The portfolio may have an average duration that is short, intermediate or long term. The average portfolio quality shall be AA or better as rated by Standard & Poor's or may have a comparable rating or better by other rating companies, such as Moody's or Fitch's. Sector and issue concentration guidelines will be dictated by the stated policies of the manager of the fund(s) and may include non-U.S. issuers. The investment objective is to provide longer term preservation of capital while earning a high level of current income. However, principal values may fluctuate over time, primarily in response to changes in interest rates.

DESCRIPTION OF INVESTMENT OPTION CATEGORIES (CONTINUED)

A **Large Capitalization* (Large Cap) Option** invests in those companies that comprise the top 70% of the overall stock market capitalization. This asset class may contain **value** funds that invest in stocks of companies the investment fund manager believes the stock market undervalues and has the potential for market appreciation. This asset class may also contain **growth** funds that invests in stocks of companies the fund manager believes will grow at a faster rate than its peers or the corresponding market. This asset class may include funds that are blended to include both value and growth stocks. Stocks in this asset class may provide additional investment growth through the reinvestment of dividends.

A **Medium Capitalization* (Mid Cap) Option** invests in companies that comprise the next 20% of the overall stock market. This asset class may contain **value** funds that invest in stocks of companies the investment fund manager believes the stock market undervalues and has the potential for market appreciation. This asset class may also contain **growth** funds that invests in stocks of companies the fund manager believes will grow at a faster rate than its peers or the corresponding market. This asset class may include funds that are **blended** to include both value and growth stocks. Mid-sized companies may be less able to weather economic shifts or other adverse developments than larger, more established companies.

A **Small Capitalization* (Small Cap) Option** invests in companies that comprise the remaining 10% of the overall stock market capitalization. This asset class may contain **value** funds that invest in stocks of companies the investment fund manager believes the stock market undervalues and has the potential for market appreciation. This asset class may also contain **growth** funds that invests in stocks of companies the fund manager believes will grow at a faster rate than its peers or the corresponding market. This asset class may include funds that are **blended** to include both value and growth stocks. Small-sized companies may be less able to weather economic shifts or other adverse developments than larger, more established companies.

An **International /Equity Option** invests primarily in common stock of non-U.S. issuers. This fund can be expected to be subject to risk factors not prevalent in domestic markets, including currency risk.

A **Global Equity Option** (aka World Equity Option) invests in common stocks of non-U.S. issuers as well as domestic common stocks as deemed appropriate by the fund managers. These funds are appropriate for a portion of a Participant's account for which additional risk is acceptable in exchange for diversification from options tied to domestic markets. Currency fluctuation will contribute to increased return volatility.

DESCRIPTION OF INVESTMENT OPTION CATEGORIES (CONTINUED)

An **Index Fund Option** invests identically or nearly identical to the market index whose return it seeks to duplicate. The objective of an index fund is to provide market diversification and a market average rate of return reflective of the market segment represented by a given index, e.g., the Standard & Poor's 500.

Asset Allocation Funds (Model Portfolios) offer an allocation of investments, principally stocks, bonds, and cash or cash equivalents, which are appropriate for a given stage or age of an individual's investment lifecycle. An aggressive asset allocation fund or an age targeted fund with a longer timeframe will have greater weighting in stocks than a moderate or conservative asset allocation fund or age targeted fund with a shorter timeframe. A conservative asset allocation fund will be more heavily weighted toward current income and protection of capital. The objective of an asset allocation fund is to provide a composite rate of return from current income and capital appreciation which is appropriate for a given stage of an individual's investment life cycle. The investment objective is to provide a diversified investment return of current income and capital appreciation.

Socially Responsible Investing ("SRI") is a mutual fund that has SRI as a stated prospectus objective and which attempts to invest in companies with sustainable business models without compromising investor returns. SRI funds combine thorough financial analysis with environmental, social and corporate governance ("ESG") screening. Although screening criteria varies across the SRI fund universe, these funds will generally avoid companies that are significantly involved in the manufacture of weapons or weapons-related products, manufacture tobacco products, are involved in gambling as a main line of business, or engage in unethical business practices. In addition to these traditional SRI screens, these funds may look for companies that have positive impacts on the environment, fair workplace practices, robust corporate governance, high product integrity and positive community involvement.

Self-Directed Brokerage Account (SDBA) will offer a wide array of stocks, bonds and mutual funds that can be accessed by individual Participants. Participants electing the SDBA will be required to acknowledge that they are sufficiently sophisticated and knowledgeable about investment matters that they are capable of making, managing, controlling their own investment choices. Funds in the SDBA are not subject to the due diligence of the core fund offerings.

*Market capitalization is determined by multiplying the total number of outstanding shares of stock by the market price of the stock. Market capitalization changes with the changes in the price of the stock and increasing or decreasing the outstanding number of shares. Currently, a company is categorized as large if the capitalization is over \$11.6 billion; mid cap is over \$2.1 billion up to \$11.6; small cap is under \$2.1 billion, (these ranges reflect Morningstar calculations as of March 31, 2008). However, this changes with significant swings in the stock market. To maintain consistency the 70%, 20%, 10% is used to determine equity asset classes.

INVESTMENT OPTION CHARACTERISTICS

	Money Market Option	General/Fixed or Stable Value Option	Bond Option	Large Cap Equity Option	Mid Cap Equity Option	Small Cap Equity Option	International Equity Option	Global Equity Option	Index Funds	Asset Allocation Funds	Socially Responsible Investment (SRI)
Investment Objective	Stable principal and income growth	Moderate level of current income with stable principal value	Higher level of current income and increasing principal appreciation values over the long-term	Moderate capital growth and above average current dividend income	Long-term growth of capital, less emphasis on current dividend income	Maximum capital gains, little or no emphasis on current dividend income	Long-term growth of capital, little or no emphasis on current dividend income	Long-term growth of capital, little or no emphasis on current dividend income	Closely replicates the performance of a specific market index with consideration for expense and tracking errors	Preselected, diversified portfolios, managed as a single fund; funds may be risk based or estimated retirement date/age based	Moderate capital growth; may also provide for higher levels of current income
Invests Primarily In...	Highest quality money market instrument	General and Separate Account Annuities, GICs, BICs, Money Market instruments, intermediate-term bonds	Gov't, agency, investment grade corporate bonds	Common stocks of high quality, relatively mature companies with above average dividends	Common stocks with prospects for growth superior to that of the broad market	Common stocks which may be of smaller, higher risk businesses	Common stocks of non-U.S. issuers with prospects for growth	Common stocks of primarily non-U.S. issuers with prospects for growth	Domestic stocks or international stocks or bonds, depending on the designated index	Combinations of international stocks, domestic stocks, bonds, AND stable value, at varying proportions	Domestic stocks and/or international stocks and bonds. Investments must meet generally accepted socially responsible criteria

INVESTMENT OPTION CHARACTERISTICS (CONTINUED)

Primary Source of Return	Short-term interest income	Intermediate-term interest income	Long term interest rate income and capital changes	Capital growth and reinvested dividends	Capital growth and long-term growth of dividends	Capital growth	Capital growth	Capital growth	Capital growth and/or income, depending on the designated index	Growth and interest income	Capital growth and may have long term interest income
Volatility Risk Potential (Including loss of Principal)	Lowest	Very low General Account insurance contract subject to Company's claim paying ability	Moderate	Slightly below average volatility than the S&P 500	High short-term volatility	Higher short-term volatility; periods of several years may elapse before showing superior performance	Highest short-term volatility; subject to risk factors not prevalent in the domestic markets, such as currency fluctuations	Highest short-term volatility; subject to risk factors not prevalent in the domestic markets, such as currency fluctuations	From high to moderate short term volatility, depending on the designated index	Low to moderate, depending on the allocation selected	Moderate to average volatility
Minimum Participant Investment Time Horizon‡	Less than one year	1 to 3 years	1 to 3 years	4 to 5 Years	5 years	5 to 10 years	5 to 10 years	5 to 10 years	3 to 5 years	1 to 40 years, depending on the allocation selected	1 to 7 years
Ten Year Accumulation Risk Potential‡	Highest	Moderate to high	Moderate	Low	Low	Low	Low	Low	Moderate to low, depending on the designated index.	Moderate to low.	Moderate to low

INVESTMENT OPTION CHARACTERISTICS (CONTINUED)

	Money Market Option	General/Fixed or Stable Value Option	Bond Option	Large Cap Option	Mid Cap Option	Small Cap Option	International Equity Option	Global Equity Option	Index Funds	Asset Allocation Funds	Socially Responsible Investment (SRI)
Participant Perception ‡	Safe	Safe. Transfer restrictions need to be carefully communicated	The interest rate volatility concept may be hard to understand	Concept easy, differences from Growth Fund are subtle	Concept easy, actual process sophisticated	Concept easy. Participants need to understand risks	Concept may be mis-understood.; risk factors need to be communicated carefully	Concept may be mis-understood; risk factors need to be communicated carefully	Premise of index funds duplicating performance of a specific market segment – must be communicated	Simple way to invest in a broadly diversified portfolio	Need to understand that two factors, financial and socially responsible, determine the underlying investments

‡ INFORMATIONAL ONLY, NOT MEANT AS INVESTMENT ADVICE

SELF-DIRECTED BROKERAGE ACCOUNT

The following information is provided for information only. The Deferred Compensation Advisory Committee does not provide any type of oversight for Self-Directed Brokerage Accounts.

	Self Directed Brokerage Account
Investment Objective	Moderate to maximum capital growth or higher levels of current income. Guaranteed or insured principal.
Invests Primarily In...	Domestic stocks and/or international stocks and/or bonds that are either purchased individually or as a mutual fund/bank CDs/Treasury and Agency bill, notes and bonds
Primary Source of Return	Capital growth and/or may have intermediate or long term interest income
Volatility Risk Potential	Low to extremely high volatility depending on the investment
Minimum Participant Investment Time Horizon	Determined by the individual Participant
Ten Year Accumulation Risk Potential	Low to high depending on the investment
Participant Perception	Needs to understand that <i>only</i> the Participant is responsible for the researching, selecting, managing, controlling and evaluating the investments and the associated risks

STANDARDS OF INVESTMENT PERFORMANCE

INVESTMENT FUND EVALUATIONS

POLICY:

The Deferred Compensation Advisory Committee retains the authority to periodically, but no less than annually, evaluate and deselect investment funds. Conditions may arise that create a need for an evaluation on a more frequent basis. It is the responsibility of the Consultant and/or the Provider to bring the reason for the evaluation with accompanying analysis and recommendation to the Committee.

INVESTMENT FUND EVALUATION –GENERAL ACCOUNT/FIXED/STABLE VALUE OPTION

This option will be evaluated by the Provider's past performance and is subject to meeting minimum credit rating criteria.

INVESTMENT FUND EVALUATION - MUTUAL FUNDS

The Committee will conduct annual reviews to assess the continuing compliance of all of the Plan's investment funds. The Committee may perform more frequent monitoring as necessary.

The annual review will be used to determine the following:

- Whether performance remains within the standards established by the Policy.
- Whether the investment fund manager's investment category has remained consistent.
- What changes in benchmarks and objectives have been made and the impact of these changes on future results and performance monitoring criteria.
- Changes in the regulatory requirements that may necessitate changes in the monitoring criteria.

For supported actively managed asset classes, an investment manager "score card" will be maintained and documented (see addendum) to substantiate acceptable levels of manager performance and appropriate style characteristics. Based upon objective criteria, derived from Modern Portfolio Theory concepts, each fund will receive a score reflecting its overall performance.

Asset Allocation funds and/or accounts (risk-based or age-based) will be scored and monitored using the previously described guidelines. Unlike other funds which are monitored and scored individually, these funds should be evaluated as a group. Due to the unique importance of these professionally managed and diversified vehicles for participants in the Plan, funds or accounts failing to achieve criteria standards will be carefully reviewed before removal from the Plan (in the absence of a reasonable alternative). In addition, funds with short time history should be evaluated qualitatively.

Target-Date (age-based) funds or accounts will have strategies that allow the funds or accounts to grow more conservative over time until a certain retirement date or life expectancy date. This roll down process is commonly referred to as a “glide path”. The glide path associated with a set of target-date funds should be reviewed to make sure it is appropriate, and continues to be appropriate, for the Plan and Plan’s participants.

Investments which are not supported do not generate a scorecard. Investments where no score is applied due to specialty focus, short time history or other unique circumstances should be reviewed using a qualitative framework.

The foregoing investment monitoring criteria shall not, under any circumstances, be taken as definitive, conclusive, or controlling for removal, termination, or continuation of an investment option. All determinations should be made by the Committee, in accordance with the Plan objectives, taking into consideration all relevant facts and circumstances.

Watch List

If a fund fails to meet the criteria standards, as determined by its score or other factors, it will be placed on a “watch list.” (In the event a fund receives a score which is below that of “watch list” status, or experiences extraordinary circumstances which may render it inappropriate to maintain, it may be considered for removal at the earliest administratively reasonable date.) If this fund continues to remain on “watch list” for the following three quarters, or four of the following seven quarters, the fund should be considered for possible removal.

In addition, an investment fund may be placed on the Watch List if any of the following conditions occur:

- Change of investment fund manager
- Change of sub-advisor
- Significant change in ownership or control
- Significant or prolonged change in investment style or drift
- Substantive change in portfolio turnover that significantly exceeds the fund’s history

- ✓ Any violation of SEC rules or regulations or breach of fiduciary duty
- ✓ Operational difficulties concerning fund transfers or pricing
- ✓ Excessive costs or trading practices
- ✓ Negligible use by participants

Retention Criteria

To be removed from the Watch List and retained, the investment fund should:

- ✓ Meet the criteria standards for four consecutive quarters, then it may be removed from the watch list.

Investment funds that do not satisfy the retention criteria will be considered for replacement.

Fund Replacement

When it is determined that an investment fund is no longer appropriate for the Plan, a replacement fund search may be initiated by the Committee in accordance with the score card.

Regarding the Plan assets already deposited with the deselected investment fund, each participant will have a transition period of a length set by the Committee, but not less than 30 days in which he or she may transfer their assets to the replacement fund, or a fund option of the participant's choice.

In the event a participant does not voluntarily select a replacement investment fund(s) by the end of the transition period, the Committee will direct the Plan Trustee to transfer the current balance of the deselected investment fund to the most appropriate existing and/or replacement investment fund within the investment category that has the most superior historical return over the past five (5) years. In the event the Plan Trustee does not offer another investment in the same investment category, the deselected fund will be transferred to the ~~stable value fund~~ appropriate Qualified Default Investment Alternative.

INVESTMENT FUND SELECTION - MUTUAL FUNDS* (CONTINUED)

	Number of Funds		
Money Market Fund	0 to 1 Fund**		
General Account/Fixed/Stable Value Option Fund	1 Fund		
Bond Fund	1 to 2 Funds		
Global Equity Fund	1 to 2 Funds		
International Equity Fund	1 to 2 Funds		
Index Fund	1 to 5 Funds		
Asset Allocation Fund***	6 to 8 Funds		
Equity Capitalization/Style	Value	Blend	Growth
Large Capitalization	1 to 2 Funds	1 to 2 Funds	1 to 2 Funds
Mid-Capitalization	1 to 2 Funds	1 to 2 Funds	1 to 2 Funds
Small Capitalization	1 to 2 Funds	1 to 2 Funds	1 to 2 Funds
Socially Responsible Investment Fund	1 to 2 Funds****		
Self Directed Brokerage Account	Limited to 50% of Account to specified retail fund list, individual stocks and bonds		

* [The Investment Fund Selection - Mutual Funds is a general guideline only.](#)

**Money market funds may not be necessary if the general account/ fixed account or Stable Value option is liquid and without monetary encumbrances to the Participant.

***Asset Allocation category may include balanced funds, risk based lifestyle funds or time/age based life-cycle funds.

****The Committee may decide to provide one or more Socially-Responsible Investment (SRI) options in the list of core options, for Participants that are interested in this style of investment choice. SRIs may be categorized in various asset classes. The SRI must remain competitive to its specific asset class and will be subject to investment analysis and potential replacement in the ongoing fund review process. Additionally, the SRI fund must also adhere to its socially responsible criteria. Departures from the criteria must be documented with the Deferred Compensation Advisory Committee and may result in deletion.

INVESTMENT FUND SELECTION - MUTUAL FUNDS (CONTINUED)

II. Minimum Criteria for Selection

To be considered for inclusion in the Plan, a fund should first meet the size and history criteria above. Next it must satisfy the Minimum Operational Criteria below:

A. Minimum Size and History Criteria

1. **Size:** To be considered, a fund should be at least \$100 million. Total assets in all share classes can be considered if under the same management team. The intent is to restrict selection of mutual funds to the size appropriate for the potential cash flow to be generated by the Plan. If, however, this restriction reduces the potential pool of funds inappropriately, this criterion may be reduced to broaden selection. Any criteria reduction proposed by the consultant/provider is reviewed by the Committee. The Committee shall approve, change or modify the consultant's/provider's recommendation.
2. **Period of time in operation:** A mutual fund (or a clone fund under the same management) should have been in operation for a period of 5 years prior to selection.

B. Minimum Operational Criteria

1. It must guarantee transactions at the prior day's price.
2. Front end loads and fund surrender charges must be waived.
3. It must be compatible with the Plan's administrative and record keeping accounting and system practices.
4. The County will have the ability to request mutual funds to pay the County a fee for performing administrative services.

III. Selection of Funds

The selection process is used to add a new fund or to delete a current fund. The recommendation to add or delete a fund will be documented in writing for the Committee's consideration. The written report, which is typically prepared by the Deferred Compensation Advisory Committee's consultant/provider, will contain the reasons for the recommendation to add or delete a fund and the factors considered to support the recommendation using the following process:

INVESTMENT FUND SELECTION - MUTUAL FUNDS (CONTINUED)

A. Screening Funds

1. The initial screening for a new fund or the review of current funds will produce a listing of funds that have outperformed the averages of their respective peer group for the one-, three- and five-year periods. At this point, those funds that do not outperform the benchmark in two of the three measured periods or are inappropriate for the Plan will not be considered for inclusion in the Plan or will be considered for deletion from the Plan. All funds will be evaluated against their peer group. For all funds, including a new fund or deleting current fund in the Plan may also occur for the following reasons:
 - a) The fund is closed.
 - b) The fund has a policy of not being available for deferred compensation plans.
 - c) The fund has loads that it is not willing to waive.
 - d) The fund has an expense ratio that is uncompetitive in relationship to similarly managed funds.
 - e) The risks taken are too high for the achieved performance as determined through a Sharpe Ratio analysis.
2. If the criterion stated above is too restrictive, the Committee may modify one or more of the criteria in the initial screening process and, as a result, may include in the evaluation/selection funds that do not meet all of the criteria stated. The reason(s) supporting the exception and the methodology used to develop the initial list for consideration must be documented and included in the minutes of the Committee meeting.
3. The initial list of funds produced in 1 and 2 above shall be compared to the fund's relative peer group and within the peer group shall be ranked according to the fund's annualized performance over the most recent five-year investment period. The numeric ranking will be identified. The relative peer groups may include:
 - a) Money Market Funds
 - b) Bond (may include domestic and foreign investments)
 - c) Large Capitalization (value, blend and growth styles may be considered)
 - d) Mid Capitalization (value, blend and growth styles may be considered)

INVESTMENT FUND SELECTION - MUTUAL FUNDS (CONTINUED)

- e) Small Capitalization (value, blend and growth styles may be considered)
- f) International Equity (may include large, mid and small cap investments)
- g) Global Equity (may include large, mid and small cap investments)
- h) Index Funds
- i) Asset Allocation Funds/Target Date Funds
- j) Socially Responsible Funds

Note: Self-Directed Brokerage Accounts (SDBA) are not monitored by the Deferred Compensation Advisory Committee. Participants who invest in SDBAs are responsible for the selection, management and control of these investments.

B. Fund Review

1. Once the peer group ranking list is determined in Screening of Funds, each fund will be reviewed for the following:
 - a) Annual performance over each of the immediately preceding five calendar years will be evaluated. Consistent performance return in each year of the five year period will be preferred. Consistent performance includes moderate Standard Deviation, (as determined by a comparison with the average standard deviation for that investment style), the score-card report and a consistent Risk and Return profile as determined by Morningstar.
 - b) The fund's investment category placement over the last three years will be reviewed and funds that remain in the same category will be preferred.

INVESTMENT FUND SELECTION - MUTUAL FUNDS (CONTINUED)

- c) Issues to be addressed in determining fund selection may include:
 - i. Number of funds per manager
 - ii. Portfolio manager tenure
 - iii. Equity investment style , including average market capitalization, portfolio turnover, number of holdings, consistency of style, sector weighting, risk, information ratio where appropriate, and security selection.
 - iv. Fixed income investment style, including duration management, sector selection, and security selection style. This question should include review of investment process, ability to articulate process as well as consistency of style or process.
 - v. Fees and expenses
 - vi. Confirm Minimum Operational Criteria compliance
 - vii. Disclosure that, based on the knowledge of the provider, the fund family has not participated in unethical trading practices

Funds that exhibit consistent performance and satisfy the Minimum Operational Criteria will be preferred.

- 2. Based on the information collected during the evaluation of the funds, each fund being considered for addition or deletion to the Plan will be reviewed and may be eliminated based on:
 - a) Inconsistent performance history
 - b) Excessive movement within investment category
 - c) Qualitative factors such as excessive account turnover or an inappropriate investment style
 - d) Inability to satisfy the Minimum Operational Criteria
 - e) Fund's assets are so large that the portfolio manager lacks flexibility to buy and sell securities in an efficient and timely manner.

INVESTMENT FUND SELECTION - MUTUAL FUNDS (CONTINUED)

C. Final Selection

The Committee will review the written recommendation and review the reports submitted documenting the review process for each fund being considered for inclusion in the Plan and/or deletion from the Plan. The Deferred Compensation Advisory Committee approves all new funds added to the Plan and all funds to be deleted from the Plan.

BLACKOUT PERIOD

POLICY:

The Plan will give Plan Participants a minimum of 30-day advance notice of “blackout periods” affecting their rights to direct investments, take loans (if available) or obtain distributions. Blackout periods may occur when plans change record-keepers, record-keeping systems or investment options. Individual Participants will receive a blackout notice that contains, among other things:

- The reasons for the blackout period;
- A description of the rights that will be suspended during the blackout period;
- The start and end dates of the blackout period; and
- A statement advising Participants to evaluate their current investments based on their inability to direct or diversify assets during the blackout period.

DISCLOSURE OF FEES, COMMISSIONS AND CHARGES

POLICY:

The Deferred Compensation Advisory Committee will endeavor to reduce fees, expenses, and administrative fees normally associated with investment Plans. All fees, commissions and charges for each selected investment option must be fully disclosed to the Committee to the extent possible before the option can be made available to Plan Participants. That is, in its review of a fund's performance history, the Committee must be shown the fund's gross performance less all applicable fees, commissions and charges, and the resulting net return.

In addition, these fees, commissions and charges will be disclosed to all Participants at enrollment and at any other time as appropriate. It will be disclosed to Participants the nature of all variances between gross return and net return.

INVESTMENT COMMUNICATIONS TO PARTICIPANTS

POLICY:

Information about each investment option will be given or made available to Participants to help them to make informed investment choices. The Plan shall provide at least quarterly statements of fund performance to each Participant.

Upon request, copies of investment fund prospectuses or similar equivalent information, list of underlying investments for a given fund, and other information that the Deferred Compensation Advisory Committee has available will be provided to Participants electronically, in hard copy or through a web link.

INVESTMENT EDUCATION

POLICY:

It is the Deferred Compensation Advisory Committee's objective to provide employees with ongoing investment education. The purpose of the investment education program is to provide information and tools to assist in the development of a personal investment strategy for employees and facilitate the achievement of savings and retirement goals.

REVIEW

POLICY:

The Deferred Compensation Advisory Committee will review this document annually. If, at any time, a Provider or Consultant feels that these policy standards cannot be met, or that the guidelines contained herein constrict the appropriate management of the investment funds, the Provider or Consultant must submit the specific recommendation and reasons for such a recommendation in writing to the Deferred Compensation Advisory Committee. The Committee will review the policy recommendation and determine whether to support or not to support the Provider's or Consultant's policy recommendations.

Chairman, Board of Supervisors, County of Kings

Date

Glossary of Terms

1. Morningstar Star Rating

The star rating is based on a risk-adjusted return measure. Risk is measured as the amount of variation in the fund's performance. Funds are rated for up to three periods, the trailing three, five and ten years. For a fund that does not change its style or category during any of the three periods the overall rating is calculated using the following weights:

Age of Fund

Overall Rating

At least three years but less than five	100% three year rating
At least five years but less than ten	60% five year & 40% three year rating
At least ten years	50% ten year, 30% five year & 20% three year rating

Stars are assigned based on the following scale:

Top 10% of the funds within a category / style	= *****
Next 22.5%	= ****
Next 35%	= ***
Next 22.5%	= **
Bottom 10%	= *

2. Morningstar Category / Investment Style

The Morningstar Style Box combines the various investment strategies. For the equity style box, the vertical axis shows the market capitalization of the stocks owned and the horizontal axis shows investment style, (value, blend or growth). For the fixed-income style box, the vertical axis shows the average credit quality of the bonds owned and the horizontal axis shows the interest rate sensitivity as measured by a bonds duration, (short, intermediate or long).

a. Asset Categories

The asset category of equity mutual funds is based on **market capitalization**, (the average size of the publicly traded companies that the fund owns), and the **investment style** based on the **investment objective** and the fund manager's investment strategy. The asset category is not based on the name of the fund as the name can sometimes be misleading.

b. Market Capitalization

Market capitalization is based on the number of shares of stock outstanding multiplied by the price per share of the publicly traded company. The market capitalization boundaries are:

Small Cap = less than \$2 billion

Mid Cap = \$2-11 billion

Large Cap = over \$11 billion

c. Investment Style

Growth Funds: Invest in companies whose earnings are expected to grow faster than average.

Value Funds: Buy stocks from companies that are selling for low prices, relative to earnings and are out of favor from stock analysts.

Blend/ Core Funds: Mix of growth and value strategies.

Over time both growth and value styles have comparable performance results, but during any particular period one style will outperform the other.

3. Custom Benchmark

The custom benchmark provides a comparison of the quantitative analysis of the portfolio to a benchmark that mirrors the investment allocation of the participants. To develop the custom benchmark an analysis of the investment style and asset class for each mutual fund investment must be completed and then the appropriate index is selected.

An asset allocation model is developed that excludes money market and fixed interest funds. The model is based on the percentage of assets in each fund and the index that best fits the investment style of that fund. The model is revised with each quarter's analysis.

4. Total Return

Average net return to the investor for 1, 3 and 5 year periods.

5. % Rank within Morningstar Category

The first number is a percentile based on a scale of 1 to 100. 1 is the best. In this example, this fund was in the 2nd percentile of its category, large value, for the rolling 5 year period. The number in parentheses represents the number of funds in that category for that time period.

6. Standard Deviation

Standard deviation is a statistical measure of the volatility of a fund's short term return from the average long term return. The higher the standard deviation the greater the range of actual returns, (higher & lower), compared to the average return.

7. Sharpe Ratio

The Sharpe ratio determines if the performance results of a particular fund is worth the risk it assumes. Treasury bills have no risk and the Treasury bill rate is subtracted from the return earned by the fund. The difference is divided by the standard deviation. If the resulting quotient is positive the fund is worth the risk.

8. Alpha

Alpha measures the difference between fund's actual return and its expected return based on the fund's beta and the actual returns of the comparable index. Alpha is often viewed as a measurement of the value added or subtracted by the fund manager. A positive alpha indicates that the fund performed better than its beta predicted.

9. Beta

Beta is a measure of the degree of change in value that can be expected given a change in value in the comparable index. A fund with a beta of 1 indicates that the fund's value will move with the market. A fund with a beta greater than 1.0 is more volatile than its index and beta of less than 1.0 is less volatile than the index. A beta of 1.05 indicates it should perform 5% better than its corresponding index in an up market and conversely, 5% worse in a down market.

10. R-Squared

R-squared reflects how closely the fund mirrors the comparable index and therefore reflects the percent of a fund's movement that can be explained by movements in its benchmark index. An index fund is usually 99% or 100% of the comparable index. R-squared is also helpful in assessing the significance of the beta and alpha. If the R-squared is low then the beta is less relevant to the fund's performance.

11. Investment Objective

Most investment objectives are clearly stated but the following asset classes sometimes need additional clarification:

Equity-Income: Seeks income and growth by investing in stocks that pay dividends and/or invest in bonds as well as stocks.

Global/World: Can invest in foreign and U.S. securities.

International/Foreign: Invest only in foreign securities.

12. Average Effective Maturity

This is a weighted average of all effective maturities of the bonds in a portfolio. Effective maturity takes into consideration mortgage prepayments, puts, and adjustable coupons. When duration is unavailable, this is used to determine the fixed-income style box. Generally speaking, the longer the maturity the greater the interest rate risk.

13. Average Effective Duration

Duration is determined by a formula that includes coupon rates and bond maturities. A fund with duration of 10 years is twice as volatile as a fund with 5 year duration.

14. Average Credit Quality

Average credit quality provides a snapshot of the bond portfolio's overall credit quality. It is an average of each bond's credit rating, adjusted for its relative weighting in the portfolio. A bond fund would be considered High Yield if the portfolio contains at least 65% or more of bond assets in bonds rated below BBB.

15. Information Ratio (is not listed on the Morningstar individual fund summaries but we will use it to evaluate differences between funds.)

The **Information Ratio** is a tool that helps determine the combination of value added, (excess returns), and the incremental risk taken to achieve those results. Because the Information Ratio captures excess return and relates that to the excess risk the ratio is a good method for evaluating more and less aggressive managers of competing funds within the same style category.

**ADDENDUM: MONITORING
PROCESS**

Scorecard System Methodology™

The Scorecard System methodology incorporates both quantitative and qualitative factors in evaluating fund managers and their investment strategies. The Scorecard System is built around pass/fail criteria, on a scale of 0 to 10 (with 10 being the best). Although the Scorecard System has the ability to measure Active, Passive and Asset Allocation investing strategies, it will be used to evaluate only Actively Managed Asset classes in the Plan over a five year time period.

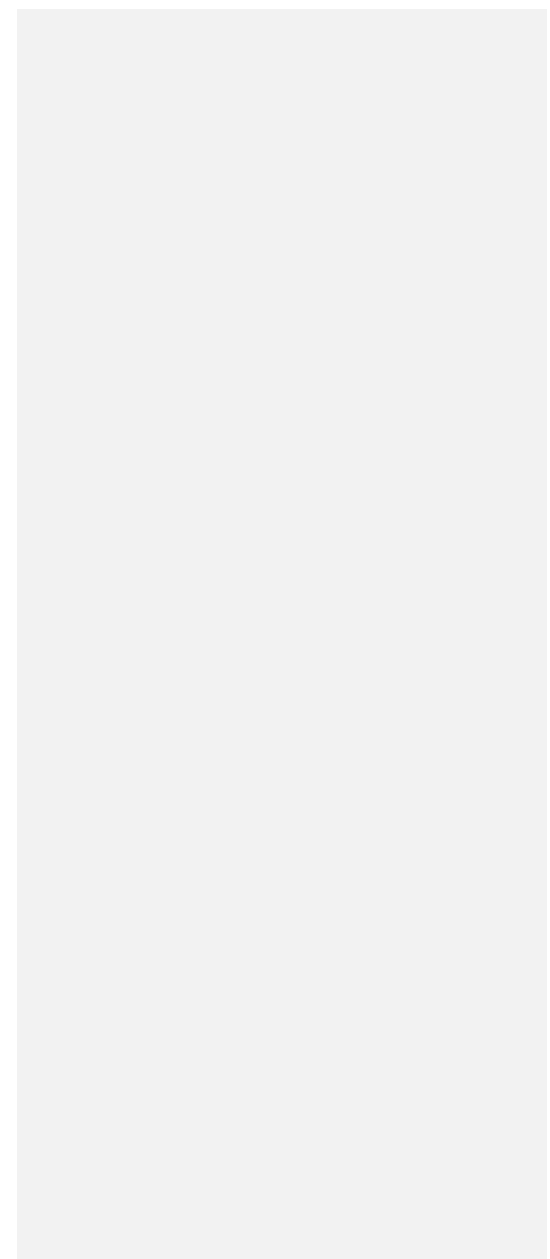
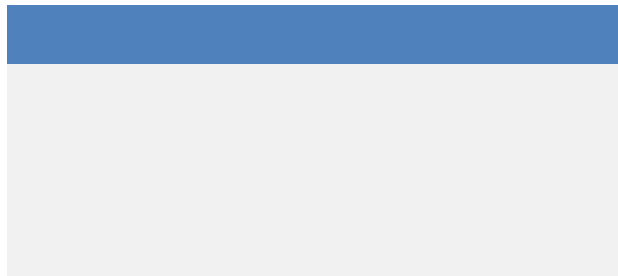
Eighty percent of the fund's score is quantitative (made up of eight unique factors), incorporating modern portfolio theory statistics, quadratic optimization analysis, and peer group rankings (among a few of the quantitative factors). The other 20% of the score is qualitative, taking into account things such as manager tenure, the fund's expense ratio relative to the average fund expense ratio in that asset class category, and the fund's strength of statistics (statistical significance). Other criteria that may be considered in the qualitative score includes the viability of the firm managing the assets, management or personnel issues at the firm, and/or whether there has been a change in direction of the fund's stated investment strategy. The following pages detail the specific factors for evaluating the active investing strategy.

Combined, these factors are a way of measuring the relative performance, characteristics, behavior and overall appropriateness of a fund for inclusion into the Plan as an investment option. General fund guidelines are shown in the "Scorecard Point System" table below. The Scorecard Point System is meant to be used in conjunction with the Policy to help identify which funds need to be discussed as "watch-list" or removal candidates; which funds continue to meet some minimum standards and continue to be appropriate; and/or which new top-ranked funds should be included in the Plan.

Scorecard System Methodology

Active Strategies

Active strategies are investment strategies where the fund manager is trying to add value and out-perform the market averages (for that style of investing). Typically, these investment strategies have higher associated costs due to the active involvement in the portfolio management process by the fund manager(s). For this type of investment strategy, the **Scorecard** System is trying to identify those managers who can add value on a consistent basis within their own style of investing.



ADDENDUM: INVESTMENT MONITORING AND REPORTING

Scorecard System Methodology™

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Eighty percent of the fund's score is quantitative (made up of eight unique factors), incorporating modern portfolio theory statistics, quadratic optimization analysis, and peer group rankings (among a few of the quantitative factors). The other 20 percent of the score is qualitative, taking into account things such as manager tenure, the fund's expense ratio relative to the average fund expense ratio in that asset class category, and the fund's strength of statistics (statistical significance). Other criteria that may be considered in the qualitative score includes the viability of the firm managing the assets, management or personnel issues at the firm, and/or whether there has been a change in direction of the fund's stated investment strategy. The following pages detail the specific factors for each type of investing strategies.

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Weightings ————— **Active Strategies** ————— **Maximum** **Points**

**Style
Factors
30%**

<u>Scorecard Point System</u>	
<u>Good:</u>	<u>9-10 Points</u>
<u>Acceptable:</u>	<u>7-8 Points</u>
<u>Watch:</u>	<u>5-6 Points</u>
<u>Poor:</u>	<u>0-4 Points</u>

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Risk/Return: Fund passes if its risk is less than the benchmark or its return is 1 greater than the benchmark. Favorable risk/return characteristics are desired.

**Risk/Return
Factors**

30%

**Peer-Group
Rankings**

20%

<u>Scorecard Point System</u>	
<u>Good:</u>	<u>9-10 Points</u>
<u>Acceptable:</u>	<u>7-8 Points</u>
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**Qualitative
Factors
20%**

<u><i>Scorecard Point System</i></u>	
<u>Good:</u>	<u>9-10 Points</u>
<u>Acceptable:</u>	<u>7-8 Points</u>
<u>Watch:</u>	<u>5-6 Points</u>
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Total — **10**

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<u><i>Scorecard Point System</i></u>	
<u>Good:</u>	<u>9-10 Points</u>
<u>Acceptable:</u>	<u>7-8 Points</u>
<u>Watch:</u>	<u>5-6 Points</u>
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Scorecard System Methodology™

Target Date Fund Strategies

Target Date Fund strategies are investment strategies that invest in a broad array of asset classes that may include U.S. equity, international equity, emerging markets, real estate, fixed income, high yield bonds and cash (to name a few asset classes). These strategies are managed to a retirement date or life expectancy date, typically growing more conservative as that date is approached). For this type of investment strategy, the **Scorecard System** is focused on how well these managers can add value from asset allocation. Asset allocation is measured using our **Asset allocation strategies methodology** and manager selection is measured using either our **Active and/or Passive strategies methodologies**, depending on the underlying fund options utilized within the Target Date Fund strategy.

Risk-based strategies follow the same both their asset allocation and security

evaluation criteria and are evaluated on selection.

<u>Weightings</u>	<u>Target Date Fund Strategies</u>	<u>Maximum Points</u>
	<u>Watch:</u>	<u>5-6 Points</u>
	<u>Poor:</u>	<u>0-4 Points</u>

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<u>Asset Allocation</u> <u>Score (Average)</u> <u>50%</u>	<p>The individual funds in this Score average require five years of time history to be included. See Asset Allocation strategies methodology for a detailed breakdown of the Scoring criteria. Funds without the required time history are not included in the Score average.</p> <p>The Funds included in this average are from the Conservative, Moderate Conservative, Moderate, Moderate Aggressive and Aggressive categories, where Funds (also referred to as “vintages”) are individually Scored according to their standard deviation or risk bucket.</p>	5
<u>Selection Score (Average)</u> <u>50%</u>	<p>Active strategies: The individual active funds in this Score average require five years of time history to be Scored. See Active strategies methodology for a detailed breakdown of the Scoring criteria. Funds without the required time history are not included in the Score average.</p> <p>Passive strategies: The individual passive funds in this Score average require three years of time history to be Scored. See Passive strategies methodology for a detailed breakdown of the Scoring criteria. Funds without the required time history are not included in the Score average.</p>	5
<i>Total</i>		10

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Scorecard System Methodology™

Asset Allocation Strategies

Asset allocation strategies are investment strategies that invest in a broad array of asset classes that may include U.S. equity, international equity, emerging markets, real estate, fixed income, high yield bonds and cash (to name a few asset classes). These strategies are typically structured in either a risk-based format (the strategies are managed to a level of risk, e.g., conservative or aggressive) or, in an age-based format (these strategies are managed to a retirement date or life expectancy date, typically growing more conservative as that date is approached). For this type of investment strategy, the **Scorecard System** is focused on how well these managers can add value, with asset allocation being the primary driver of investment returns and the resulting Score.

Multisector Bond (MSB) asset class follows the same evaluation criteria with some slightly different tolerance levels where noted. These managers are also evaluated on both their asset allocation and security selection.

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<u>Weightings</u>	<u>Asset Allocation Statistics</u>	<u>Maximum Points</u>
<u>Style Factors</u> 30%	<u>Risk Level</u> : The fund's standard deviation is measured against the category it is being analyzed in. The fund passes if it falls within the range for that category.	1
	<u>Style Diversity</u> : Fund passes if it reflects appropriate style diversity (returns-based) among the four major asset classes (Cash, Fixed Income, U.S. & International Equity) for the given category. <i>MSB</i> funds pass if reflect some level of diversity among fixed income asset classes (Cash, U.S. Fixed Income, Non-U.S. Fixed Income and High Yield/Emerging Markets).	1
	<u>R-Squared</u> : Measures the percentage of a fund's returns that are explained by the benchmark. Fund passes with an R-squared greater than 90 percent. This statistic measures whether the benchmark used in the analysis is appropriate.	1
<u>Risk/Return Factors</u> 30%	<u>Risk/Return</u> : Fund passes if its risk is less than the benchmark or its return is greater than the benchmark. Favorable risk/return characteristics are desired.	1
	<u>Up/Down Capture Analysis</u> : Measures the behavior of a fund in up and down markets. Fund passes with an up capture greater than its down capture. This analysis measures the relative value by the manager in up and down markets.	1
	<u>Information Ratio</u> : Measures a fund's relative risk and return. Fund passes if ratio is greater than 0. This statistic measures the value added above the benchmark, adjusted for risk.	1
<u>Peer Group Rankings</u> 20%	<u>Returns Peer Group Ranking</u> : Fund passes if its median rank is above the 50 th percentile.	1
	<u>Sharpe Ratio Peer Group Ranking</u> : Fund passes if its median rank is above the 50 th percentile. This ranking ranks risk-adjusted excess return.	1
<u>Qualitative Factors</u> 20%	Two points may be awarded based on qualitative characteristics of the fund. Primary considerations are given to manager tenure, fund expenses and strength of statistics, however, other significant factors may be considered. It is important to take into account nonquantitative factors, which may impact future performance.	2

	Total	19
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Scorecard System Methodology™

Active Strategies

Active strategies are investment strategies where the fund manager is trying to add value and outperform the market averages (for that style of investing). Typically, these investment strategies have higher associated fees due to the active involvement in the portfolio management process by the fund manager(s). For this type of investment strategy, the **Scorecard System** is trying to identify those managers who can add value on a consistent basis within their own style of investing.

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Weightings	Active Strategies	Maximum Points
Style Factors 30%	Style Analysis: Returns-based analysis to determine the style characteristics of a fund over a period of time. Fund passes if it reflects the appropriate style characteristics. Style analysis helps ensure proper diversification in the Plan.	1
	Style Drift: Returns-based analysis to determine the behavior of the fund/manager over multiple (rolling) time periods. Fund passes if the fund exhibits a consistent style pattern. Style consistency is desired so that funds can be effectively monitored within their designated asset class.	1
	R-Squared: Measures the percentage of a fund's returns that are explained by the benchmark. Fund passes with an R-squared greater than 80 percent. This statistic measures whether the benchmark used in the analysis is appropriate.	1
Risk/Return Factors 30%	Risk/Return: Fund passes if its risk is less than the benchmark or its return is greater than the benchmark. Favorable risk/return characteristics are desired.	1
	Up/Down Capture Analysis: Measures the behavior of a fund in up and down markets. Fund passes with an up capture greater than its down capture. This analysis measures the relative value by the manager in up and down markets.	1

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	<u>Information Ratio</u> : Measures a fund's relative risk and return. Fund passes if ratio is greater than 0. This statistic measures the value added above the benchmark, adjusted for risk.	<u>1</u>
<u>Peer Group Rankings</u>	<u>Returns Peer Group Ranking</u> : Fund passes if its median rank is above the 50 th percentile.	<u>1</u>
<u>20%</u>	<u>Information Ratio Peer Group Ranking</u> : Fund passes if its median rank is above the 50 th percentile. This ranking ranks risk-adjusted excess return.	<u>1</u>
<u>Qualitative Factors</u>	Two points may be awarded based on qualitative characteristics of the fund. Primary considerations are given to manager tenure, fund expenses and strength of statistics, however, other significant factors may be considered. It is important to take into account nonquantitative factors, which may impact future performance.	<u>2</u>
<u>20%</u>		
	<u>Total</u>	<u>10</u>

Scorecard System Methodology™

Passive Strategies

Passive strategies are investment strategies where the fund manager is trying to track or replicate some area of the market. These types of strategies may be broad-based in nature (e.g., the fund manager is trying to track/replicate the entire U.S. equity market like the S&P 500) or may be more specific to a particular area of the market (e.g., the fund manager may be trying to track/replicate the technology sector). These investment strategies typically have lower fees than active investment strategies due to their passive nature of investing and are commonly referred to as index funds. For this type of investment strategy, the **Scorecard System** is focused on how well these managers track and/or replicate a particular area of the market with an emphasis on how they compare against their peers.

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<u>Weightings</u>	<u>Passive Strategies</u>	<u>Maximum Points</u>
<u>Style &</u>	<u>Style Analysis</u> : Returns-based analysis to determine the style characteristics of a fund over a period of time. Fund passes if it	<u>1</u>

<u>Tracking Factors</u>	reflects the appropriate style characteristics. Style analysis helps ensure proper diversification in the Plan.	
<u>40%</u>	<u>Style Drift:</u> Returns-based analysis to determine the behavior of the fund/manager over multiple (rolling) time periods. Fund passes if the fund exhibits a consistent style pattern. Style consistency is desired so that funds can be effectively monitored within their designated asset class.	<u>1</u>
	<u>R-Squared:</u> Measures the percentage of a fund's returns that are explained by the benchmark. Fund passes with an R-squared greater than 95 percent. This statistic measures whether the benchmark used in the analysis is appropriate.	<u>1</u>
	<u>Tracking Error:</u> Measures the percentage of a fund's excess return volatility relative to the benchmark. Fund passes with a tracking error less than 4. This statistic measures how well the fund tracks the benchmark.	<u>1</u>
<u>Peer Group Rankings</u>	<u>Tracking Error Peer Group Ranking:</u> Fund passes if its median rank is above the 75 th percentile.	<u>1</u>
	<u>Expense Ratio Peer Group Ranking:</u> Fund passes if its median rank is above the 75 th percentile.	<u>1</u>
	<u>Returns Peer Group Ranking:</u> Fund passes if its median rank is above the 75 th percentile.	<u>1</u>
	<u>Sharpe Ratio Peer Group Ranking:</u> Fund passes if its median rank is above the 75 th percentile.	<u>1</u>
<u>Qualitative Factors</u>	Two points may be awarded based on qualitative characteristics of the fund. Primary considerations are given to fund expenses and strength of statistics, however, other significant factors may be considered.	<u>2</u>
<u>20%</u>	It is important to take into account nonquantitative factors, which may impact future performance.	
	<u>Total</u>	<u>10</u>

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Manager Research Methodology

Beyond the Scorecard

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The **Scorecard System**™ uses an institutional approach which is comprehensive, independent, and utilizes a process and methodology that strives to create successful outcomes for plan sponsors and participants. The **Scorecard** helps direct the additional research the Investment team conducts with fund managers throughout the year. Three of the primary factors that go into the fund manager research are people, process and philosophy.

PEOPLE

Key Factors:

- Fund manager and team experience
- Deep institutional expertise
- Organizational structure
- Ability to drive the process and performance

PROCESS

Key Factors:

- Clearly defined
- Consistent application
- Sound and established
- Clearly communicated
- Successfully executed process

PHILOSOPHY

Key Factors:

- Research and ideas must be coherent and persuasive
- Strong rationale
- Logical and compelling
- Focus on identifying skillful managers

**COUNTY OF KINGS
DEFERRED COMPENSATION PLAN**

INVESTMENT POLICY AND PROCEDURES STATEMENT

March 7, 2023

PURPOSES

This investment policy has been developed for the Deferred Compensation Plan to document:	Page
Investment Philosophy.....	3
Description of Investment Option Categories	4
Investment Option Characteristics	7
Self-Directed Brokerage Account.....	10
Standards of Investment Performance.....	11
Investment Fund Evaluations	13
Investment Fund Selection – Stable Value Fund	15
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Blackout Period	22
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Investment Communications to Participants.....	23
Investment Education.....	24
Review	24
Glossary of Terms.....	i
Addendum to Part 5: Monitoring Process	

INVESTMENT PHILOSOPHY

POLICY:

The Deferred Compensation Plan (Plan) is a long-term retirement savings vehicle and is intended as a source of retirement income for eligible Participants. The investment options available from the Plan will cover a broad range of investment risk and reward appropriate for this kind of retirement savings program. It is the responsibility of each Participant to evaluate the investment options. Participants bear the risk and rewards of investment returns that result from the investment options that they select. The investment options (funds) made available will be determined by the Deferred Compensation Advisory Committee (Committee) and may change from time to time.

A risk/reward structure is basic to investments. Generally, investment vehicles offering the greatest return over time also carry the highest risk or volatility of return. The inherent conflict between volatility and long range accumulation can be lessened through diversification among asset classes. To provide Participants the opportunity to select risk/reward strategies and to diversify the Deferred Compensation assets, the Plan will offer a number of investment alternatives.

The purpose of this Investment Policy is to provide standards and procedures for the Committee to use to evaluate, select, and administer an array of investment fund options.

Although the Employee Retirement Income Security Act of 1974 (ERISA) does not apply to the Plan, the Committee intends to operate the Plan generally in conformance with ERISA 404(c). However, the Plan participants will be solely responsible for the investment decisions and investment transactions that they make under the Plan.

DESCRIPTION OF INVESTMENT OPTION CATEGORIES

Asset allocation, quality, and sector concentration guidelines will be dictated by the stated policies of the manager or prospectus of a fund.

A **Money Market Option** invests in cash equivalent securities with maturities of less than one year. The money market must be rated AAA by Moody's and Standard and Poor's. The objective of the fund is to protect underlying principal value and produce a market rate of return. While the volatility risk of this option is the lowest, accumulation risk is the highest.

A **General Account or Fixed Account:** invests in book value investments which may include General Account annuity products or insurance contracts. The guarantee of principal and accumulated interest is provided by the claims paying ability of the insurance company. The objective is to provide higher income than a money market fund while still providing no fluctuation in principal value.

Stable Value Option: invests in Separate Account products, Guaranteed Accumulation Accounts (GAAs), Guaranteed Investment Contracts (GICs), Bank Investment Contracts (BICs), "Synthetic" GIC arrangements and money market instruments, and may invest in intermediate term fixed income securities. Investments may either be made directly or through pooled arrangements. The objective is to provide higher income than a money market fund; however the principal value is subject to market value fluctuations.

The minimum overall credit rating for this category of investment for the provider/guarantor must be A2 by Moody's and A by Standard and Poor's or higher. The Financial Strength rating for the provider/guarantor must be A1 by Moody's and A by Standard and Poor's or higher.

A **Bond Option** invests in cash equivalents and marketable fixed income securities. The portfolio may have an average duration that is short, intermediate or long term. The average portfolio quality shall be AA or better as rated by Standard & Poor's or may have a comparable rating or better by other rating companies, such as Moody's or Fitch's. Sector and issue concentration guidelines will be dictated by the stated policies of the manager of the fund(s) and may include non-U.S. issuers. The investment objective is to provide longer term preservation of capital while earning a high level of current income. However, principal values may fluctuate over time, primarily in response to changes in interest rates.

DESCRIPTION OF INVESTMENT OPTION CATEGORIES (CONTINUED)

A **Large Capitalization* (Large Cap) Option** invests in those companies that comprise the top 70% of the overall stock market capitalization. This asset class may contain **value** funds that invest in stocks of companies the investment fund manager believes the stock market undervalues and has the potential for market appreciation. This asset class may also contain **growth** funds that invests in stocks of companies the fund manager believes will grow at a faster rate than its peers or the corresponding market. This asset class may include funds that are blended to include both value and growth stocks. Stocks in this asset class may provide additional investment growth through the reinvestment of dividends.

A **Medium Capitalization* (Mid Cap) Option** invests in companies that comprise the next 20% of the overall stock market. This asset class may contain **value** funds that invest in stocks of companies the investment fund manager believes the stock market undervalues and has the potential for market appreciation. This asset class may also contain **growth** funds that invests in stocks of companies the fund manager believes will grow at a faster rate than its peers or the corresponding market. This asset class may include funds that are **blended** to include both value and growth stocks. Mid-sized companies may be less able to weather economic shifts or other adverse developments than larger, more established companies.

A **Small Capitalization* (Small Cap) Option** invests in companies that comprise the remaining 10% of the overall stock market capitalization. This asset class may contain **value** funds that invest in stocks of companies the investment fund manager believes the stock market undervalues and has the potential for market appreciation. This asset class may also contain **growth** funds that invests in stocks of companies the fund manager believes will grow at a faster rate than its peers or the corresponding market. This asset class may include funds that are **blended** to include both value and growth stocks. Small-sized companies may be less able to weather economic shifts or other adverse developments than larger, more established companies.

An **International Equity Option** invests primarily in common stock of non-U.S. issuers. This fund can be expected to be subject to risk factors not prevalent in domestic markets, including currency risk.

A **Global Equity Option** (aka World Equity Option) invests in common stocks of non-U.S. issuers as well as domestic common stocks as deemed appropriate by the fund managers. These funds are appropriate for a portion of a Participant's account for which additional risk is acceptable in exchange for diversification from options tied to domestic markets. Currency fluctuation will contribute to increased return volatility.

DESCRIPTION OF INVESTMENT OPTION CATEGORIES (CONTINUED)

An **Index Fund Option** invests identically or nearly identical to the market index whose return it seeks to duplicate. The objective of an index fund is to provide market diversification and a market average rate of return reflective of the market segment represented by a given index, e.g., the Standard & Poor's 500.

Asset Allocation Funds (Model Portfolios) offer an allocation of investments, principally stocks, bonds, and cash or cash equivalents, which are appropriate for a given stage or age of an individual's investment lifecycle. An aggressive asset allocation fund or an age targeted fund with a longer timeframe will have greater weighting in stocks than a moderate or conservative asset allocation fund or age targeted fund with a shorter timeframe. A conservative asset allocation fund will be more heavily weighted toward current income and protection of capital. The objective of an asset allocation fund is to provide a composite rate of return from current income and capital appreciation which is appropriate for a given stage of an individual's investment life cycle. The investment objective is to provide a diversified investment return of current income and capital appreciation.

Socially Responsible Investing ("SRI") is a mutual fund that has SRI as a stated prospectus objective and which attempts to invest in companies with sustainable business models without compromising investor returns. SRI funds combine thorough financial analysis with environmental, social and corporate governance ("ESG") screening. Although screening criteria varies across the SRI fund universe, these funds will generally avoid companies that are significantly involved in the manufacture of weapons or weapons-related products, manufacture tobacco products, are involved in gambling as a main line of business, or engage in unethical business practices. In addition to these traditional SRI screens, these funds may look for companies that have positive impacts on the environment, fair workplace practices, robust corporate governance, high product integrity and positive community involvement.

Self-Directed Brokerage Account (SDBA) will offer a wide array of stocks, bonds and mutual funds that can be accessed by individual Participants. Participants electing the SDBA will be required to acknowledge that they are sufficiently sophisticated and knowledgeable about investment matters that they are capable of making, managing, controlling their own investment choices. Funds in the SDBA are not subject to the due diligence of the core fund offerings.

*Market capitalization is determined by multiplying the total number of outstanding shares of stock by the market price of the stock. Market capitalization changes with the changes in the price of the stock and increasing or decreasing the outstanding number of shares. Currently, a company is categorized as large if the capitalization is over \$11.6 billion; mid cap is over \$2.1 billion up to \$11.6; small cap is under \$2.1 billion, (these ranges reflect Morningstar calculations as of March 31, 2008). However, this changes with significant swings in the stock market. To maintain consistency the 70%, 20%, 10% is used to determine equity asset classes.

INVESTMENT OPTION CHARACTERISTICS

	Money Market Option	General/Fixed or Stable Value Option	Bond Option	Large Cap Equity Option	Mid Cap Equity Option	Small Cap Equity Option	International Equity Option	Global Equity Option	Index Funds	Asset Allocation Funds	Socially Responsible Investment (SRI)
Investment Objective	Stable principal and income growth	Moderate level of current income with stable principal value	Higher level of current income and increasing principal appreciation values over the long-term	Moderate capital growth and above average current dividend income	Long-term growth of capital, less emphasis on current dividend income	Maximum capital gains, little or no emphasis on current dividend income	Long-term growth of capital, little or no emphasis on current dividend income	Long-term growth of capital, little or no emphasis on current dividend income	Closely replicates the performance of a specific market index with consideration for expense and tracking errors	Preselected, diversified portfolios, managed as a single fund; funds may be risk based or estimated retirement date/age based	Moderate capital growth; may also provide for higher levels of current income
Invests Primarily In...	Highest quality money market instrument	General and Separate Account Annuities, GICs, BICs, Money Market instruments, intermediate-term bonds	Gov't, agency, investment grade corporate bonds	Common stocks of high quality, relatively mature companies with above average dividends	Common stocks with prospects for growth superior to that of the broad market	Common stocks which may be of smaller, higher risk businesses	Common stocks of non-U.S. issuers with prospects for growth	Common stocks of primarily non-U.S. issuers with prospects for growth	Domestic stocks or international stocks or bonds, depending on the designated index	Combinations of international stocks, domestic stocks, bonds, AND stable value, at varying proportions	Domestic stocks and/or international stocks and bonds. Investments must meet generally accepted socially responsible criteria

INVESTMENT OPTION CHARACTERISTICS (CONTINUED)

Primary Source of Return	Short-term interest income	Intermediate-term interest income	Long term interest rate income and capital changes	Capital growth and reinvested dividends	Capital growth and long-term growth of dividends	Capital growth	Capital growth	Capital growth	Capital growth	Capital growth and/or income, depending on the designated index	Growth and interest income	Capital growth and may have long term interest income
Volatility Risk Potential (Including loss of Principal)	Lowest	Very low General Account insurance contract subject to Company's claim paying ability	Moderate	Slightly below average volatility than the S&P 500	High short-term volatility	Higher short-term volatility; periods of several years may elapse before showing superior performance	Highest short-term volatility; subject to risk factors not prevalent in the domestic markets, such as currency fluctuations	Highest short-term volatility; subject to risk factors not prevalent in the domestic markets, such as currency fluctuations	From high to moderate short term volatility, depending on the designated index	Low to moderate, depending on the allocation selected	Moderate to average volatility	
Minimum Participant Investment Time Horizon‡	Less than one year	1 to 3 years	1 to 3 years	4 to 5 Years	5 years	5 to 10 years	5 to 10 years	5 to 10 years	3 to 5 years	1 to 40 years, depending on the allocation selected	1 to 7 years	
Ten Year Accumulation Risk Potential‡	Highest	Moderate to high	Moderate	Low	Low	Low	Low	Low	Moderate to low, depending on the designated index.	Moderate to low.	Moderate to low	

INVESTMENT OPTION CHARACTERISTICS (CONTINUED)

	Money Market Option	General/Fixed or Stable Value Option	Bond Option	Large Cap Option	Mid Cap Option	Small Cap Option	International Equity Option	Global Equity Option	Index Funds	Asset Allocation Funds	Socially Responsible Investment (SRI)
Participant Perception ‡	Safe	Safe. Transfer restrictions need to be carefully communicated	The interest rate volatility concept may be hard to understand	Concept easy, differences from Growth Fund are subtle	Concept easy, actual process sophisticated	Concept easy. Participants need to understand risks	Concept may be mis-understood.; risk factors need to be communicated carefully	Concept may be mis-understood; risk factors need to be communicated carefully	Premise of index funds duplicating performance of a specific market segment - must be communicated	Simple way to invest in a broadly diversified portfolio	Need to understand that two factors, financial and socially responsible, determine the underlying investments

‡ INFORMATIONAL ONLY, NOT MEANT AS INVESTMENT ADVICE

SELF-DIRECTED BROKERAGE ACCOUNT

The following information is provided for information only. The Deferred Compensation Advisory Committee does not provide any type of oversight for Self-Directed Brokerage Accounts.

	Self Directed Brokerage Account
Investment Objective	Moderate to maximum capital growth or higher levels of current income. Guaranteed or insured principal.
Invests Primarily In...	Domestic stocks and/or international stocks and/or bonds that are either purchased individually or as a mutual fund/bank CDs/Treasury and Agency bill, notes and bonds
Primary Source of Return	Capital growth and/or may have intermediate or long term interest income
Volatility Risk Potential	Low to extremely high volatility depending on the investment
Minimum Participant Investment Time Horizon	Determined by the individual Participant
Ten Year Accumulation Risk Potential	Low to high depending on the investment
Participant Perception	Needs to understand that <i>only</i> the Participant is responsible for the researching, selecting, managing, controlling and evaluating the investments and the associated risks

STANDARDS OF INVESTMENT PERFORMANCE

INVESTMENT FUND EVALUATIONS

POLICY:

The Deferred Compensation Advisory Committee retains the authority to periodically, but no less than annually, evaluate and deselect investment funds. Conditions may arise that create a need for an evaluation on a more frequent basis. It is the responsibility of the Consultant and/or the Provider to bring the reason for the evaluation with accompanying analysis and recommendation to the Committee.

INVESTMENT FUND EVALUATION –GENERAL ACCOUNT/FIXED/STABLE VALUE OPTION

This option will be evaluated by the Provider's past performance and is subject to meeting minimum credit rating criteria.

INVESTMENT FUND EVALUATION - MUTUAL FUNDS

The Committee will conduct annual reviews to assess the continuing compliance of all of the Plan's investment funds. The Committee may perform more frequent monitoring as necessary.

The annual review will be used to determine the following:

- Whether performance remains within the standards established by the Policy.
- Whether the investment fund manager's investment category has remained consistent.
- What changes in benchmarks and objectives have been made and the impact of these changes on future results and performance monitoring criteria.
- Changes in the regulatory requirements that may necessitate changes in the monitoring criteria.

For supported actively managed asset classes, an investment manager "score card" will be maintained and documented (see addendum) to substantiate acceptable levels of manager performance and appropriate style characteristics. Based upon objective criteria, derived from Modern Portfolio Theory concepts, each fund will receive a score reflecting its overall performance.

Asset Allocation funds and/or accounts (risk-based or age-based) will be scored and monitored using the previously described guidelines. Unlike other funds which are monitored and scored individually, these funds should be evaluated as a group. Due to the unique importance of these professionally managed and diversified vehicles for participants in the Plan, funds or accounts failing to achieve criteria standards will be carefully reviewed before removal from the Plan (in the absence of a reasonable alternative). In addition, funds with short time history should be evaluated qualitatively.

Target-Date (age-based) funds or accounts will have strategies that allow the funds or accounts to grow more conservative over time until a certain retirement date or life expectancy date. This roll down process is commonly referred to as a “glide path”. The glide path associated with a set of target-date funds should be reviewed to make sure it is appropriate, and continues to be appropriate, for the Plan and Plan’s participants.

Investments which are not supported do not generate a scorecard. Investments where no score is applied due to specialty focus, short time history or other unique circumstances should be reviewed using a qualitative framework.

The foregoing investment monitoring criteria shall not, under any circumstances, be taken as definitive, conclusive, or controlling for removal, termination, or continuation of an investment option. All determinations should be made by the Committee, in accordance with the Plan objectives, taking into consideration all relevant facts and circumstances.

Watch List

If a fund fails to meet the criteria standards, as determined by its score or other factors, it will be placed on a “watch list.” (In the event a fund receives a score which is below that of “watch list” status, or experiences extraordinary circumstances which may render it inappropriate to maintain, it may be considered for removal at the earliest administratively reasonable date.) If this fund continues to remain on “watch list” for the following three quarters, or four of the following seven quarters, the fund should be considered for possible removal.

In addition, an investment fund may be placed on the Watch List if any of the following conditions occur:

- Change of investment fund manager
- Change of sub-advisor
- Significant change in ownership or control
- Significant or prolonged change in investment style or drift
- Substantive change in portfolio turnover that significantly exceeds the fund’s history

- Any violation of SEC rules or regulations or breach of fiduciary duty
- Operational difficulties concerning fund transfers or pricing
- Excessive costs or trading practices
- Negligible use by participants

Retention Criteria

To be removed from the Watch List and retained, the investment fund should:

- Meet the criteria standards for four consecutive quarters, then it may be removed from the watch list.

Investment funds that do not satisfy the retention criteria will be considered for replacement.

Fund Replacement

When it is determined that an investment fund is no longer appropriate for the Plan, a replacement fund search may be initiated by the Committee in accordance with the score card.

Regarding the Plan assets already deposited with the deselected investment fund, each participant will have a transition period of a length set by the Committee, but not less than 30 days in which he or she may transfer their assets to the replacement fund, or a fund option of the participant's choice.

In the event a participant does not voluntarily select a replacement investment fund(s) by the end of the transition period, the Committee will direct the Plan Trustee to transfer the current balance of the deselected investment fund to the most appropriate existing and/or replacement investment fund within the investment category that has the most superior historical return over the past five (5) years. In the event the Plan Trustee does not offer another investment in the same investment category, the deselected fund will be transferred to the appropriate Qualified Default Investment Alternative.

INVESTMENT FUND SELECTION - MUTUAL FUNDS* (CONTINUED)

	Number of Funds		
Money Market Fund	0 to 1 Fund**		
General Account/Fixed/Stable Value Option Fund	1 Fund		
Bond Fund	1 to 2 Funds		
Global Equity Fund	1 to 2 Funds		
International Equity Fund	1 to 2 Funds		
Index Fund	1 to 5 Funds		
Asset Allocation Fund***	6 to 8 Funds		
Equity Capitalization/Style	Value	Blend	Growth
Large Capitalization	1 to 2 Funds	1 to 2 Funds	1 to 2 Funds
Mid-Capitalization	1 to 2 Funds	1 to 2 Funds	1 to 2 Funds
Small Capitalization	1 to 2 Funds	1 to 2 Funds	1 to 2 Funds
Socially Responsible Investment Fund	1 to 2 Funds****		
Self Directed Brokerage Account	Limited to 50% of Account to specified retail fund list, individual stocks and bonds		

* The Investment Fund Selection - Mutual Funds is a general guideline only.

**Money market funds may not be necessary if the general account/fixed account or Stable Value option is liquid and without monetary encumbrances to the Participant.

***Asset Allocation category may include balanced funds, risk based lifestyle funds or time/age based life-cycle funds.

****The Committee may decide to provide one or more Socially-Responsible Investment (SRI) options in the list of core options, for Participants that are interested in this style of investment choice. SRIs may be categorized in various asset classes. The SRI must remain competitive to its specific asset class and will be subject to investment analysis and potential replacement in the ongoing fund review process. Additionally, the SRI fund must also adhere to its socially responsible criteria. Departures from the criteria must be documented with the Deferred Compensation Advisory Committee and may result in deletion.

INVESTMENT FUND SELECTION - MUTUAL FUNDS (CONTINUED)

II. Minimum Criteria for Selection

To be considered for inclusion in the Plan, a fund should first meet the size and history criteria above. Next it must satisfy the Minimum Operational Criteria below:

A. Minimum Size and History Criteria

1. Size: To be considered, a fund should be at least \$100 million. Total assets in all share classes can be considered if under the same management team. The intent is to restrict selection of mutual funds to the size appropriate for the potential cash flow to be generated by the Plan. If, however, this restriction reduces the potential pool of funds inappropriately, this criterion may be reduced to broaden selection. Any criteria reduction proposed by the consultant/provider is reviewed by the Committee. The Committee shall approve, change or modify the consultant's/provider's recommendation.
2. Period of time in operation: A mutual fund (or a clone fund under the same management) should have been in operation for a period of 5 years prior to selection.

B. Minimum Operational Criteria

1. It must guarantee transactions at the prior day's price.
2. Front end loads and fund surrender charges must be waived.
3. It must be compatible with the Plan's administrative and record keeping accounting and system practices.
4. The County will have the ability to request mutual funds to pay the County a fee for performing administrative services.

III. Selection of Funds

The selection process is used to add a new fund or to delete a current fund. The recommendation to add or delete a fund will be documented in writing for the Committee's consideration. The written report, which is typically prepared by the Deferred Compensation Advisory Committee's consultant/provider, will contain the reasons for the recommendation to add or delete a fund and the factors considered to support the recommendation using the following process:

INVESTMENT FUND SELECTION - MUTUAL FUNDS (CONTINUED)

A. Screening Funds

1. The initial screening for a new fund or the review of current funds will produce a listing of funds that have outperformed the averages of their respective peer group for the one-, three- and five-year periods. At this point, those funds that do not outperform the benchmark in two of the three measured periods or are inappropriate for the Plan will not be considered for inclusion in the Plan or will be considered for deletion from the Plan. All funds will be evaluated against their peer group. For all funds, including a new fund or deleting current fund in the Plan may also occur for the following reasons:
 - a) The fund is closed.
 - b) The fund has a policy of not being available for deferred compensation plans.
 - c) The fund has loads that it is not willing to waive.
 - d) The fund has an expense ratio that is uncompetitive in relationship to similarly managed funds.
 - e) The risks taken are too high for the achieved performance as determined through a Sharpe Ratio analysis.
2. If the criterion stated above is too restrictive, the Committee may modify one or more of the criteria in the initial screening process and, as a result, may include in the evaluation/selection funds that do not meet all of the criteria stated. The reason(s) supporting the exception and the methodology used to develop the initial list for consideration must be documented and included in the minutes of the Committee meeting.
3. The initial list of funds produced in 1 and 2 above shall be compared to the fund's relative peer group and within the peer group shall be ranked according to the fund's annualized performance over the most recent five-year investment period. The numeric ranking will be identified. The relative peer groups may include:
 - a) Money Market Funds
 - b) Bond (may include domestic and foreign investments)
 - c) Large Capitalization (value, blend and growth styles may be considered)
 - d) Mid Capitalization (value, blend and growth styles may be considered)

INVESTMENT FUND SELECTION - MUTUAL FUNDS (CONTINUED)

- e) Small Capitalization (value, blend and growth styles may be considered)
- f) International Equity (may include large, mid and small cap investments)
- g) Global Equity (may include large, mid and small cap investments)
- h) Index Funds
- i) Asset Allocation Funds/Target Date Funds
- j) Socially Responsible Funds

Note: Self-Directed Brokerage Accounts (SDBA) are not monitored by the Deferred Compensation Advisory Committee. Participants who invest in SDBAs are responsible for the selection, management and control of these investments.

B. Fund Review

1. Once the peer group ranking list is determined in Screening of Funds, each fund will be reviewed for the following:
 - a) Annual performance over each of the immediately preceding five calendar years will be evaluated. Consistent performance return in each year of the five year period will be preferred. Consistent performance includes moderate Standard Deviation, (as determined by a comparison with the average standard deviation for that investment style), the score-card report and a consistent Risk and Return profile as determined by Morningstar.
 - b) The fund's investment category placement over the last three years will be reviewed and funds that remain in the same category will be preferred.

INVESTMENT FUND SELECTION - MUTUAL FUNDS (CONTINUED)

- c) Issues to be addressed in determining fund selection may include:
 - i. Number of funds per manager
 - ii. Portfolio manager tenure
 - iii. Equity investment style , including average market capitalization, portfolio turnover, number of holdings, consistency of style, sector weighting, risk, information ratio where appropriate, and security selection.
 - iv. Fixed income investment style, including duration management, sector selection, and security selection style. This question should include review of investment process, ability to articulate process as well as consistency of style or process.
 - v. Fees and expenses
 - vi. Confirm Minimum Operational Criteria compliance
 - vii. Disclosure that, based on the knowledge of the provider, the fund family has not participated in unethical trading practices

Funds that exhibit consistent performance and satisfy the Minimum Operational Criteria will be preferred.

- 2. Based on the information collected during the evaluation of the funds, each fund being considered for addition or deletion to the Plan will be reviewed and may be eliminated based on:
 - a) Inconsistent performance history
 - b) Excessive movement within investment category
 - c) Qualitative factors such as excessive account turnover or an inappropriate investment style
 - d) Inability to satisfy the Minimum Operational Criteria
 - e) Fund's assets are so large that the portfolio manager lacks flexibility to buy and sell securities in an efficient and timely manner.

INVESTMENT FUND SELECTION - MUTUAL FUNDS (CONTINUED)

C. Final Selection

The Committee will review the written recommendation and review the reports submitted documenting the review process for each fund being considered for inclusion in the Plan and/or deletion from the Plan. The Deferred Compensation Advisory Committee approves all new funds added to the Plan and all funds to be deleted from the Plan.

BLACKOUT PERIOD

POLICY:

The Plan will give Plan Participants a minimum of 30-day advance notice of “blackout periods” affecting their rights to direct investments, take loans (if available) or obtain distributions. Blackout periods may occur when plans change record-keepers, record-keeping systems or investment options. Individual Participants will receive a blackout notice that contains, among other things:

- The reasons for the blackout period;
- A description of the rights that will be suspended during the blackout period;
- The start and end dates of the blackout period; and
- A statement advising Participants to evaluate their current investments based on their inability to direct or diversify assets during the blackout period.

DISCLOSURE OF FEES, COMMISSIONS AND CHARGES

POLICY:

The Deferred Compensation Advisory Committee will endeavor to reduce fees, expenses, and administrative fees normally associated with investment Plans. All fees, commissions and charges for each selected investment option must be fully disclosed to the Committee to the extent possible before the option can be made available to Plan Participants. That is, in its review of a fund's performance history, the Committee must be shown the fund's gross performance less all applicable fees, commissions and charges, and the resulting net return.

In addition, these fees, commissions and charges will be disclosed to all Participants at enrollment and at any other time as appropriate. It will be disclosed to Participants the nature of all variances between gross return and net return.

INVESTMENT COMMUNICATIONS TO PARTICIPANTS

POLICY:

Information about each investment option will be given or made available to Participants to help them to make informed investment choices. The Plan shall provide at least quarterly statements of fund performance to each Participant.

Upon request, copies of investment fund prospectuses or similar equivalent information, list of underlying investments for a given fund, and other information that the Deferred Compensation Advisory Committee has available will be provided to Participants electronically, in hard copy or through a web link.

INVESTMENT EDUCATION

POLICY:

It is the Deferred Compensation Advisory Committee's objective to provide employees with ongoing investment education. The purpose of the investment education program is to provide information and tools to assist in the development of a personal investment strategy for employees and facilitate the achievement of savings and retirement goals.

REVIEW

POLICY:

The Deferred Compensation Advisory Committee will review this document annually. If, at any time, a Provider or Consultant feels that these policy standards cannot be met, or that the guidelines contained herein constrict the appropriate management of the investment funds, the Provider or Consultant must submit the specific recommendation and reasons for such a recommendation in writing to the Deferred Compensation Advisory Committee. The Committee will review the policy recommendation and determine whether to support or not to support the Provider's or Consultant's policy recommendations.

Chairman, Board of Supervisors, County of Kings

Date

Glossary of Terms

1. Morningstar Star Rating

The star rating is based on a risk-adjusted return measure. Risk is measured as the amount of variation in the fund's performance. Funds are rated for up to three periods, the trailing three, five and ten years. For a fund that does not change its style or category during any of the three periods the overall rating is calculated using the following weights:

Age of Fund

Overall Rating

At least three years but less than five	100% three year rating
At least five years but less than ten	60% five year & 40% three year rating
At least ten years	50% ten year, 30% five year & 20% three year rating

Stars are assigned based on the following scale:

Top 10% of the funds within a category / style	= *****
Next 22.5%	= ****
Next 35%	= ***
Next 22.5%	= **
Bottom 10%	= *

2. Morningstar Category / Investment Style

The Morningstar Style Box combines the various investment strategies. For the equity style box, the vertical axis shows the market capitalization of the stocks owned and the horizontal axis shows investment style, (value, blend or growth). For the fixed-income style box, the vertical axis shows the average credit quality of the bonds owned and the horizontal axis shows the interest rate sensitivity as measured by a bonds duration, (short, intermediate or long).

a. Asset Categories

The asset category of equity mutual funds is based on **market capitalization**, (the average size of the publicly traded companies that the fund owns), and the **investment style** based on the **investment objective** and the fund manager's investment strategy.

The asset category is not based on the name of the fund as the name can sometimes be misleading.

b. Market Capitalization

Market capitalization is based on the number of shares of stock outstanding multiplied by the price per share of the publicly traded company. The market capitalization boundaries are:

Small Cap = less than \$2 billion

Mid Cap = \$2-11 billion

Large Cap = over \$11 billion

c. Investment Style

Growth Funds: Invest in companies whose earnings are expected to grow faster than average.

Value Funds: Buy stocks from companies that are selling for low prices, relative to earnings and are out of favor from stock analysts.

Blend/ Core Funds: Mix of growth and value strategies.

Over time both growth and value styles have comparable performance results, but during any particular period one style will outperform the other.

3. Custom Benchmark

The custom benchmark provides a comparison of the quantitative analysis of the portfolio to a benchmark that mirrors the investment allocation of the participants. To develop the custom benchmark an analysis of the investment style and asset class for each mutual fund investment must be completed and then the appropriate index is selected.

An asset allocation model is developed that excludes money market and fixed interest funds. The model is based on the percentage of assets in each fund and the index that best fits the investment style of that fund. The model is revised with each quarter's analysis.

4. Total Return

Average net return to the investor for 1, 3 and 5 year periods.

5. % Rank within Morningstar Category

The first number is a percentile based on a scale of 1 to 100. 1 is the best. In this example, this fund was in the 2nd percentile of its category, large value, for the rolling 5 year period. The number in parentheses represents the number of funds in that category for that time period.

6. Standard Deviation

Standard deviation is a statistical measure of the volatility of a fund's short term return from the average long term return. The higher the standard deviation the greater the range of actual returns, (higher & lower), compared to the average return.

7. Sharpe Ratio

The Sharpe ratio determines if the performance results of a particular fund is worth the risk it assumes. Treasury bills have no risk and the Treasury bill rate is subtracted from the return earned by the fund. The difference is divided by the standard deviation. If the resulting quotient is positive the fund is worth the risk.

8. Alpha

Alpha measures the difference between fund's actual return and its expected return based on the fund's beta and the actual returns of the comparable index. Alpha is often viewed as a measurement of the value added or subtracted by the fund manager. A positive alpha indicates that the fund performed better than its beta predicted.

9. Beta

Beta is a measure of the degree of change in value that can be expected given a change in value in the comparable index. A fund with a beta of 1 indicates that the fund's value will move with the market. A fund with a beta greater than 1.0 is more volatile than its index and beta of less than 1.0 is less volatile than the index. A beta of 1.05 indicates it should perform 5% better than its corresponding index in an up market and conversely, 5% worse in a down market.

10. R-Squared

R-squared reflects how closely the fund mirrors the comparable index and therefore reflects the percent of a fund's movement that can be explained by movements in its benchmark index. An index fund is usually 99% or 100% of the comparable index. R-squared is also helpful in assessing the significance of the beta and alpha. If the R-squared is low then the beta is less relevant to the fund's performance.

11. Investment Objective

Most investment objectives are clearly stated but the following asset classes sometimes need additional clarification:

Equity-Income: Seeks income and growth by investing in stocks that pay dividends and/or invest in bonds as well as stocks.

Global/World: Can invest in foreign and U.S. securities.

International/Foreign: Invest only in foreign securities.

12. Average Effective Maturity

This is a weighted average of all effective maturities of the bonds in a portfolio. Effective maturity takes into consideration mortgage prepayments, puts, and adjustable coupons. When duration is unavailable, this is used to determine the fixed-income style box. Generally speaking, the longer the maturity the greater the interest rate risk.

13. Average Effective Duration

Duration is determined by a formula that includes coupon rates and bond maturities. A fund with duration of 10 years is twice as volatile as a fund with 5 year duration.

14. Average Credit Quality

Average credit quality provides a snapshot of the bond portfolio's overall credit quality. It is an average of each bond's credit rating, adjusted for its relative weighting in the portfolio. A bond fund would be considered High Yield if the portfolio contains at least 65% or more of bond assets in bonds rated below BBB.

15. Information Ratio (is not listed on the Morningstar individual fund summaries but we will use it to evaluate differences between funds.)

The **Information Ratio** is a tool that helps determine the combination of value added, (excess returns), and the incremental risk taken to achieve those results. Because the Information Ratio captures excess return and relates that to the excess risk the ratio is a good method for evaluating more and less aggressive managers of competing funds within the same style category.

Scorecard System Methodology™

The **Scorecard System Methodology** incorporates both quantitative and qualitative factors in evaluating fund managers and their investment strategies. The **Scorecard System** is built around pass/fail criteria, on a scale of 0 to 10 (with 10 being the best) and has the ability to measure active, passive and asset allocation investing strategies. Active and asset allocation strategies are evaluated over a five-year time period, and passive strategies are evaluated over a three-year time period.

Eighty percent of the fund's score is quantitative (made up of eight unique factors), incorporating modern portfolio theory statistics, quadratic optimization analysis, and peer group rankings (among a few of the quantitative factors). The other 20 percent of the score is qualitative, taking into account things such as manager tenure, the fund's expense ratio relative to the average fund expense ratio in that asset class category, and the fund's strength of statistics (statistical significance). Other criteria that may be considered in the qualitative score includes the viability of the firm managing the assets, management or personnel issues at the firm, and/or whether there has been a change in direction of the fund's stated investment strategy. The following pages detail the specific factors for each type of investing strategies.

Combined, these factors are a way of measuring the relative performance, characteristics, behavior and overall appropriateness of a fund for inclusion into a plan as an investment option. General fund guidelines are shown in the "Scorecard Point System" table below. The Scorecard Point System is meant to be used in conjunction with our sample Investment Policy Statement, in order to help identify what strategies need to be discussed as a "watch-list" or removal candidate; what strategies continue to meet some minimum standards and continue to be appropriate; and/or identify new top-ranked strategies for inclusion into a plan.

Scorecard Point System	
Good:	9-10 Points
Acceptable:	7-8 Points
Watch:	5-6 Points
Poor:	0-4 Points

Target Date Fund strategies are investment strategies that invest in a broad array of asset classes that may include U.S. equity, international equity, emerging markets, real estate, fixed income, high yield bonds and cash (to name a few asset classes). These strategies are managed to a retirement date or life expectancy date, typically growing more conservative as that date is approached). For this type of investment strategy, the **Scorecard System** is focused on how well these managers can add value from asset allocation. Asset allocation is measured using our **Asset allocation strategies methodology** and manager selection is measured using either our **Active and/or Passive strategies methodologies**, depending on the underlying fund options utilized within the Target Date Fund strategy.

Risk-based strategies follow the same evaluation criteria and are evaluated on both their asset allocation and security selection.

Weightings	Target Date Fund Strategies	Maximum Points
Asset Allocation Score (Average) 50%	The individual funds in this Score average require five years of time history to be included. See Asset Allocation strategies methodology for a detailed breakdown of the Scoring criteria. Funds without the required time history are not included in the Score average. The Funds included in this average are from the Conservative, Moderate Conservative, Moderate, Moderate Aggressive and Aggressive categories, where Funds (also referred to as “vintages”) are individually Scored according to their standard deviation or risk bucket.	5
Selection Score (Average) 50%	<p>Active strategies: The individual active funds in this Score average require five years of time history to be Scored. See Active strategies methodology for a detailed breakdown of the Scoring criteria. Funds without the required time history are not included in the Score average.</p> <p>Passive strategies: The individual passive funds in this Score average require three years of time history to be Scored. See Passive strategies methodology for a detailed breakdown of the Scoring criteria. Funds without the required time history are not included in the Score average.</p>	5
	Total	10

Scorecard System Methodology™

Asset Allocation Strategies

Asset allocation strategies are investment strategies that invest in a broad array of asset classes that may include U.S. equity, international equity, emerging markets, real estate, fixed income, high yield bonds and cash (to name a few asset classes). These strategies are typically structured in either a risk-based format (the strategies are managed to a level of risk, e.g., conservative or aggressive) or, in an age-based format (these strategies are managed to a retirement date or life expectancy date, typically growing more conservative as that date is approached). For this type of investment strategy, the **Scorecard System** is focused on how well these managers can add value, with asset allocation being the primary driver of investment returns and the resulting Score.

Multisector Bond (MSB) asset class follows the same evaluation criteria with some slightly different tolerance levels where noted. These managers are also evaluated on both their asset allocation and security selection.

Weightings	Asset Allocation Strategies	Maximum Points
Style Factors 30%	Risk Level: The fund's standard deviation is measured against the category it is being analyzed in. The fund passes if it falls within the range for that category.	1
	Style Diversity: Fund passes if it reflects appropriate style diversity (returns-based) among the four major asset classes (Cash, Fixed Income, U.S. & International Equity) for the given category. <i>MSB</i> funds pass if reflect some level of diversity among fixed income asset classes (Cash, U.S. Fixed Income, Non-U.S. Fixed Income and High Yield/Emerging Markets).	1
	R-Squared: Measures the percentage of a fund's returns that are explained by the benchmark. Fund passes with an R-squared greater than 90 percent. This statistic measures whether the benchmark used in the analysis is appropriate.	1
Risk/Return Factors 30%	Risk/Return: Fund passes if its risk is less than the benchmark or its return is greater than the benchmark. Favorable risk/return characteristics are desired.	1
	Up/Down Capture Analysis: Measures the behavior of a fund in up and down markets. Fund passes with an up capture greater than its down capture. This analysis measures the relative value by the manager in up and down markets.	1
	Information Ratio: Measures a fund's relative risk and return. Fund passes if ratio is greater than 0. This statistic measures the value added above the benchmark, adjusted for risk.	1
Peer Group Rankings 20%	Returns Peer Group Ranking: Fund passes if its median rank is above the 50 th percentile.	1
	Sharpe Ratio Peer Group Ranking: Fund passes if its median rank is above the 50 th percentile. This ranking ranks risk-adjusted excess return.	1
Qualitative Factors 20%	Two points may be awarded based on qualitative characteristics of the fund. Primary considerations are given to manager tenure, fund expenses and strength of statistics, however, other significant factors may be considered. It is important to take into account nonquantitative factors, which may impact future performance.	2
Total		10

Scorecard System Methodology™

Active Strategies

Active strategies are investment strategies where the fund manager is trying to add value and outperform the market averages (for that style of investing). Typically, these investment strategies have higher associated fees due to the active involvement in the portfolio management process by the fund manager(s). For this type of investment strategy, the **Scorecard System** is trying to identify those managers who can add value on a consistent basis within their own style of investing.

Weightings	Active Strategies	Maximum Points
Style Factors 30%	Style Analysis: Returns-based analysis to determine the style characteristics of a fund over a period of time. Fund passes if it reflects the appropriate style characteristics. Style analysis helps ensure proper diversification in the Plan.	1
	Style Drift: Returns-based analysis to determine the behavior of the fund/manager over multiple (rolling) time periods. Fund passes if the fund exhibits a consistent style pattern. Style consistency is desired so that funds can be effectively monitored within their designated asset class.	1
	R-Squared: Measures the percentage of a fund's returns that are explained by the benchmark. Fund passes with an R-squared greater than 80 percent. This statistic measures whether the benchmark used in the analysis is appropriate.	1
Risk/Return Factors 30%	Risk/Return: Fund passes if its risk is less than the benchmark or its return is greater than the benchmark. Favorable risk/return characteristics are desired.	1
	Up/Down Capture Analysis: Measures the behavior of a fund in up and down markets. Fund passes with an up capture greater than its down capture. This analysis measures the relative value by the manager in up and down markets.	1
	Information Ratio: Measures a fund's relative risk and return. Fund passes if ratio is greater than 0. This statistic measures the value added above the benchmark, adjusted for risk.	1
Peer Group Rankings 20%	Returns Peer Group Ranking: Fund passes if its median rank is above the 50 th percentile.	1
	Information Ratio Peer Group Ranking: Fund passes if its median rank is above the 50 th percentile. This ranking ranks risk-adjusted excess return.	1
Qualitative Factors 20%	Two points may be awarded based on qualitative characteristics of the fund. Primary considerations are given to manager tenure, fund expenses and strength of statistics, however, other significant factors may be considered. It is important to take into account nonquantitative factors, which may impact future performance.	2
	Total	10

Scorecard System Methodology™

Passive Strategies

Passive strategies are investment strategies where the fund manager is trying to track or replicate some area of the market. These types of strategies may be broad-based in nature (e.g., the fund manager is trying to track/replicate the entire U.S. equity market like the S&P 500) or may be more specific to a particular area of the market (e.g., the fund manager may be trying to track/replicate the technology sector). These investment strategies typically have lower fees than active investment strategies due to their passive nature of investing and are commonly referred to as index funds. For this type of investment strategy, the **Scorecard System** is focused on how well these managers track and/or replicate a particular area of the market with an emphasis on how they compare against their peers.

Weightings	Passive Strategies	Maximum Points
40%	Style Analysis: Returns-based analysis to determine the style characteristics of a fund over a period of time. Fund passes if it reflects the appropriate style characteristics. Style analysis helps ensure proper diversification in the Plan.	1
	Style Drift: Returns-based analysis to determine the behavior of the fund/manager over multiple (rolling) time periods. Fund passes if the fund exhibits a consistent style pattern. Style consistency is desired so that funds can be effectively monitored within their designated asset class.	1
	R-Squared: Measures the percentage of a fund's returns that are explained by the benchmark. Fund passes with an R-squared greater than 95 percent. This statistic measures whether the benchmark used in the analysis is appropriate.	1
	Tracking Error: Measures the percentage of a fund's excess return volatility relative to the benchmark. Fund passes with a tracking error less than 4. This statistic measures how well the fund tracks the benchmark.	1
40%	Tracking Error Peer Group Ranking: Fund passes if its median rank is above the 75 th percentile.	1
	Expense Ratio Peer Group Ranking: Fund passes if its median rank is above the 75 th percentile.	1
	Returns Peer Group Ranking: Fund passes if its median rank is above the 75 th percentile.	1
	Sharpe Ratio Peer Group Ranking: Fund passes if its median rank is above the 75 th percentile.	1
20%	Two points may be awarded based on qualitative characteristics of the fund. Primary considerations are given to fund expenses and strength of statistics, however, other significant factors may be considered.	2
	It is important to take into account nonquantitative factors, which may impact future performance.	
	Total	10

The **Scorecard System™** uses an institutional approach which is comprehensive, independent, and utilizes a process and methodology that strives to create successful outcomes for plan sponsors and participants. The **Scorecard** helps direct the additional research the Investment team conducts with fund managers throughout the year. Three of the primary factors that go into the fund manager research are people, process and philosophy.

PEOPLE

Key Factors:

- Fund manager and team experience
- Deep institutional expertise
- Organizational structure
- Ability to drive the process and performance

PROCESS

Key Factors:

- Clearly defined
- Consistent application
- Sound and established
- Clearly communicated
- Successfully executed process

PHILOSOPHY

Key Factors:

- Research and ideas must be coherent and persuasive
- Strong rationale
- Logical and compelling
- Focus on identifying skillful managers



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 7, 2023

SUBMITTED BY: Human Services Agency - Wendy Osikafo/Monica Connor
SUBJECT: SOCIAL WORKER APPRECIATION MONTH PROCLAMATION
SUMMARY:

Overview:

The national government annually declares the month of March as a time when everyone in the nation, state, and local communities should acknowledge the importance of the social work profession. Currently, 71 Human Services Agency (HSA) social workers provide services to Kings County's most vulnerable populations. As March is recognized as National Social Worker Month, this is an opportunity for Kings County to acknowledge the important contributions social workers make to the community.

Recommendation:

Adopt a Proclamation designating March 2023 as Social Worker Appreciation Month in Kings County.

Fiscal Impact:

None.

BACKGROUND:

National Professional Social Work Month was first organized in March of 1963 by the National Association of Social Workers (NASW) as a way to encourage public support for the profession. A joint resolution of Congress was passed and proclaimed on March 22, 1984 by President Ronald Reagan under Proclamation 5167 proclaiming March as National Professional Social Work Month.

Social workers across the country work as advocates, advisors, counselors, and facilitators in nonprofits, schools, clinics, businesses, and government offices. In their roles, social workers provide support to people of

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SOCIAL WORKER APPRECIATION MONTH PROCLAMATION

March 7, 2023

Page 2 of 2

all backgrounds to communities and employers in both crisis and everyday life situations.

Kings County social workers provide an array of services and support to meet the needs of the most vulnerable populations such as children, elder adults, and individuals with disabilities. County social work programs include Child Welfare Services, Adoptions, Independent Living Program, Adult Protective Services, In-Home Supportive Services, Public Authority, and Supportive Services. Social workers are trained to look at situations holistically, while helping bring people and communities together to address issues such as safety, hunger, affordable housing, and rehabilitation. Social workers assist individuals in obtaining employable skills, locating family connections, helping to build resiliency, and providing individual support to encourage self-reliance.

Social workers follow the NASW Code of Ethics, which calls on members of the profession to enhance human well-being and meet the basic needs of all people, with particular attention on the needs and empowerment of those who are vulnerable, oppressed, or living in poverty.

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

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

IN THE MATTER OF PROCLAIMING PROCLAMATION NO. _____
THE MONTH OF MARCH 2023 AS SOCIAL
WORKER APPRECIATION MONTH _____/

WHEREAS, the Kings County Board of Supervisors wishes to bring the importance of social workers to the attention of all citizens of Kings County;

WHEREAS, the social work profession is dedicated to enhancing the well-being of others and meeting the basic needs of all people, especially the most vulnerable in our society;

WHEREAS, social workers work throughout our community to partner with families, seniors, the disabled and community members, engage service providers, connect with networks, explore opportunities, and advocate for our most vulnerable populations by helping them achieve positive outcomes;

WHEREAS, social workers promote the safety and well-being of families, elder adults and persons with disabilities in Kings County to achieve permanence, stability, and self reliance;

WHEREAS, social workers provide services in crisis situations and times of uncertainty, connecting the community to resources in times of need including the maintaining of family units, supporting vulnerable populations such as persons with disabilities and elder adults, locating providers, and providing technical assistance; and

WHEREAS, social workers have made and continue to make professional and personal adjustments to account for the impact of the pandemic and other events in the lives of social workers, and those they serve, and they have persevered to ensure the continued delivery of services and care our community needs.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED as follows:

1. The Kings County Board of Supervisors designates the month of March 2023, as Social Worker Appreciation Month.
2. The official proclamation shall be presented to the Kings County Human Services Agency on March 7, 2023.

The foregoing Proclamation was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held _____, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ____ the day of March 2023.

Catherine Venturella,
Clerk of said Board of Supervisors



March is Social Worker Appreciation Month

Presented to Kings County Board of Supervisors 3/7/23



Child Welfare Services (CWS)

- Received and Answered 2,024 Child Abuse Hotline Calls
 - Conducted 932 investigations
 - Had 217 new kids enter the system
 - Helped 191 kids exit our child welfare system:
 - 81 kids reunified with their family
 - 70 kids were adopted
 - 40 kids either emancipated, went into guardianship or had other reasons for exits
- Currently we work with 415 kids and families
 - 346 of the kids are in out of home placement (Foster Care)
- 70% of those who are in foster care are in County Resource Family Homes.
(51 Social Workers, 13 Vacancies, 14 Supervisors)



Adult Protective Services (APS)

- Intakes Received 763
- Cases closed 560
- Kings County APS has been participating in California Home Safe Grant which provides funding to either prevent homelessness or house homeless seniors. A majority of funding has been used to assist with funding home repairs in order to prevent senior from losing residence. For the year 2022, Kings County aided 33 individuals.

(4 Social Workers, 1 Supervisor)

SOCIAL WORK

BREAKS BARRIERS



In Home Supportive Services (IHSS)

- New IHSS applications received 1149
 - Granted cases 575
 - Total number of IHSS cases 3104
 - Reassessments completed 2476
- (16 Social Workers, 2 Supervisor)





Social Worker Recognition

- Esias Rodriguez (Resource Family Approval)
- Jose Rodriguez (Permanency Planning)
- Keit Zazueta-Cabello (Emergency Response)
- Stephanie Wlaschin (Family Reunification/Maintenance)
- Elizabeth Chavez (Family Reunification/Maintenance)
- Jennifer Bell (Adult Protective Services)
- Crystal Angulo (In-Home Supportive Services)

Thank you,
Social Workers! 

March is National Social Work Month



March is Social Worker Appreciation Month

Questions?



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 7, 2023

SUBMITTED BY: Information Technology Department – John Devlin

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH GOLDEN STATE CONNECT AUTHORITY

SUMMARY:

Overview:

On October 25, 2022, the Board approved the Information Technology Department (ITD) to apply for a Broadband Planning Grant from the California Public Utilities Commission (CPUC). ITD submitted the application on November 15, 2022 and was awarded the grant on January 26, 2023. In the application it was made clear that if County of Kings were to become a member of the Rural County Representatives of California (RCRC) that we would join in their effort to bring Broadband to their respective 39 counties, now 40 counties. RCRC has an affiliated entity called Golden State Connect Authority (GSCA). GSCA is a joint powers authority of thirty-nine member counties designed for the purpose of increasing access to reliable, affordable high-speed internet for all rural Californians.

Recommendation:

- a. Approve the memorandum of understanding with Golden State Connect Authority for implementation of the Broadband Planning Grant;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There should be no fiscal impact. However, the Broadband Grant proposal allows for reimbursement of up to 5% in administrative costs to be reimbursable to the County of Kings. This could amount in up to \$25,000 in unanticipated revenue to the County General Fund. A fiduciary fund has been established for expenditures (Contractual Services – 601010/92047) and offsetting reimbursements (State Aid – CPUC – 601010/85208) for the duration of the project so that grant transactions are not co-mingled with ITD's normal budgeted transactions.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING WITH GOLDEN STATE CONNECT AUTHORITY

March 7, 2023

Page 2 of 2

BACKGROUND:

RCRC represents nearly all of the rural counties in northern California and also the following rural southern California counties: Imperial, San Luis Obispo and Santa Barbara. RCRC advocates on behalf of rural counties and has several affiliated entities, of which GSCA was created to assist member counties in achieving their respective Internet for All initiatives. The grant award of up to \$500,000 is to be used for Broadband Planning and Design. GSCA outlines their approach as follows: Conceptual Network Design and Cost Estimates, Refined High-Level and Foundational Planning, Low-Level Design and Engineering. The anticipated project will take one year to complete.

GSCA is much better positioned to handle this project than Kings County staff alone, much like all of our fellow RCRC rural county members.

The memorandum of understanding has been reviewed and approved by County Counsel as to form.

Reference 1 – Original Budget

Local Agency Technical Assistance Application

PART 3. BUDGET SUMMARY

Instructions: Please provide the following budget summary information for your proposed grant project. Identify each reimbursable work product expected to result from the proposed contract (if outsourcing) or project proposal (if in-house staff). Add additional space if needed.

Applicant (Local Agency or Tribe): County of Kings						
Project Name:						
	Year 1			Year 2		
Budget Line Item	Work Product	Work Product	Work Product	Work Product	Work Product	Work Product
Work Product Title (e.g, RFP Development, Needs Assessment, Strategic Broadband Plan)	Conceptual Network Designs and Cost Estimation	Refined High-Level Design and Foundational Planning	Low-Level Design and Engineering*	Project/grant close out		
Timeline (weeks from project start)	Weeks 1-9	Weeks 10-21	Weeks 22-52	Weeks 53-55		
Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	Cost	Cost	Cost	Cost	Cost	Total
Vendor to be chosen via RFP	\$ 25,000.00	\$ 40,000.00	\$ 360,000.00			\$ 425,000.00
Total Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	\$ 25,000.00	\$ 40,000.00	\$ 360,000.00	\$ -	\$ -	\$ 425,000.00
Total Administrative Costs (see Note)	\$ 2,000.00	\$ 4,000.00	\$ 59,000.00	\$ 10,000.00	\$ -	\$ 75,000.00
TOTAL COSTS	\$ 27,000.00	\$ 44,000.00	\$ 419,000.00	\$ 10,000.00	\$ -	\$ 500,000.00

Note:

Administrative costs are defined as indirect overhead costs attributable to a project, per generally accepted accounting principles (GAAP), and the direct cost of complying with Commission administrative and regulatory requirements related to the grant itself. Up to 15% of administrative costs may be associated with the securing or completion of reimbursable work products, other than the cost of local agency staff hours. (D.22-02-026, Attachment 1 at 2)

Reference 2 – Revised Budget

Local Agency Technical Assistance Application						
PART 3. BUDGET SUMMARY						
<i>Instructions:</i> Please provide the following budget summary information for your proposed grant project. Identify each reimbursable work product expected to result from the proposed contract (if outsourcing) or project proposal (if in-house staff). Add additional space if needed.						
Applicant (Local Agency or Tribe):	County of Kings					
Project Name:	County of Kings Broadband Network Design					
	Year 1			Year 2		
Budget Line Item	Work Product	Work Product	Work Product	Work Product	Work Product	
Work Product Title (e.g, RFP Development, Needs Assessment, Strategic Broadband Plan)	Conceptual Network Designs and Cost Estimation	Refined High-Level Design and Foundational Planning	Low-Level Design and Engineering*			
Timeline (weeks from project start)	Weeks 1-8	Weeks 9-20	Weeks 21 -52			
Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	Cost	Cost	Cost	Cost	Cost	TOTAL
Network Design - Tilson	\$ 23,000.00	\$ 40,000.00	\$ 383,259.00			\$ 446,259.00
Network Design Management - UTOPIA Fiber	\$ 690.00	\$ 1,200.00	\$ 11,851.00			\$ 13,741.00
Total Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	\$ 23,690.00	\$ 41,200.00	\$ 395,110.00	\$ -	\$ -	\$ 460,000.00
Total Administrative Costs** (see Note)	\$ 1,895.00	\$ 3,296.00	\$ 34,809.00	\$ -	\$ -	\$ 40,000.00
TOTAL COSTS	\$ 25,585.00	\$ 44,496.00	\$ 429,919.00	\$ -	\$ -	\$ 500,000.00
*Completed at \$1.79/linear foot						
**Actual or not to exceed 8% of grant - 3% GSCA and 5% County						
<i>Note:</i>						
Administrative costs are defined as indirect overhead costs attributable to a project, per generally accepted accounting principles (GAAP), and the direct cost of complying with Commission administrative and regulatory requirements related to the grant itself. Up to 15% of administrative costs may be associated with the securing or completion of reimbursable work products, other than the cost of local agency staff hours. (D.22-02-026, Attachment 1 at 2)						

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GOLDEN STATE CONNECT AUTHORITY
AND
COUNTY OF KINGS
REGARDING
IMPLEMENTATION OF LOCAL AGENCY TECHNICAL ASSISTANCE GRANT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated _____, 2023 and made between **GOLDEN STATE CONNECT AUTHORITY** (“GSCA”) and **COUNTY OF KINGS** (“County”). This MOU is made in reference to the following facts:

RECITALS:

- (a) GSCA is a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.
- (b) Under that certain *Golden State Connect Authority Joint Exercise of Powers Agreement*, GSCA is authorized to establish and operate programs and projects to facilitate the provision and expansion of broadband internet access service in rural communities, and to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service.
- (c) County is a political subdivision of the State of California, and a full Member of GSCA. County is authorized to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service under Government Code section 26231.
- (d) County is applying for grant funding from the California Public Utilities Commission's Local Agency Technical Assistance program. If approved, this grant funding will cover the cost of preparing conceptual network design and cost estimation, refined high-level design and foundational planning, and low-level design and engineering for portions of a proposed open access broadband internet access network serving certain areas within County's boundaries.
- (e) In the event that County is awarded a grant under the Local Agency Technical Assistance program, GSCA desires to assist County in implementing the grant by undertaking responsibility for performance of the grant-funded work, as set forth herein.
- (f) Under the Joint Exercise of Powers Act (Gov. Code, §§ 6500 et seq.), GSCA and County (collectively, the “Parties”) are authorized to enter into an agreement to jointly exercise any power common to both entities.

THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:

1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
2. Authority. This MOU is authorized by Government Code sections 6500 et seq., 26227, 26231, and 53703.
3. No Separate Entity. This MOU does not create an agency or entity that is separate from the parties to the agreement.
4. Responsibilities of County. County shall do all of the following:
 - a. Submit a timely application for grant funding from the California Public Utilities Commission's Local Agency Technical Assistance program, consistent with the scope of work set forth in the proposed *Agreement for Professional Services and Memorandum of Understanding between Golden State Connect Authority and Utah Telecommunication Open Infrastructure Agency Regarding Engineering Management Services*, collectively attached hereto as **Attachment 1**, and the *Local Agency Technical Assistance Application Budget Summary*, attached hereto as **Attachment 2**.
 - b. In the event the application is approved, submit all documentation necessary to accept and receive the grant funds, with the assistance of GSCA as set forth in Section 5.
 - c. Submit timely payment requests to the California Public Utilities Commission, in accordance with the approved grant, upon receipt of invoices from GSCA.
 - d. Upon receiving payment(s) from the California Public Utilities Commission under the grant, compensate GSCA as set forth in Section 6.
 - e. Timely make all reports to the California Public Utilities Commission required under the grant, with the assistance of GSCA as set forth in Section 5.
5. Responsibilities of GSCA. GSCA shall do all of the following:
 - a. In the event the grant application is approved, promptly enter into an *Agreement for Professional Services and a Memorandum of Understanding between Golden State Connect Authority and Utah Telecommunication Open Infrastructure Agency Regarding Engineering Management Services* in substantially the forms attached hereto as **Attachment 1**.
 - b. Administer and oversee the performance of services under the foregoing agreements to ensure completion of the scope of work set forth therein in accordance with the terms of the approved grant.

- c. Compensate the contractors under the foregoing agreements in accordance with the terms of those agreements and the approved grant, and submit timely invoices for reimbursement to County.
 - d. Submit timely invoices to County for GSCA's administrative staff costs in accordance with Section 6 and the approved grant.
 - e. Assist the County in preparing and submitting any documentation necessary to accept and receive the grant funds, and in making any necessary reports and payment requests to the California Public Utilities Commission in accordance with the terms of the grant.
 - f. Have full responsibility for performance of the grant-funded work and compliance with the terms of the approved grant, except as otherwise expressly set forth herein.
6. Fiscal Provisions. County shall make payment to GSCA from Local Agency Technical Assistance grant funds received by the County for services provided hereunder, as follows.
 - a. County shall reimburse GSCA for all amounts paid to the contractors under the *Agreement for Professional Services* and the *Memorandum of Understanding between Golden State Connect Authority and Utah Telecommunication Open Infrastructure Agency Regarding Engineering Management Services*.
 - b. County shall further reimburse GSCA for all costs incurred for GSCA staff to perform the services set forth in Section 5, at GSCA's actual cost, including indirect costs allowable under the uniform cost principles promulgated by the United States Office of Management and Budget, not to exceed \$15,000.
 - c. GSCA will submit invoices to County for the foregoing amounts in the time and manner consistent with the approved grant.
 - d. The maximum amount payable to GSCA under this MOU shall not exceed \$475,000, or ninety-five percent (95%) of the grant amount awarded under the California Public Utilities Commission's Local Agency Technical Assistance program, whichever is less.
7. Term. This Agreement shall commence upon award of funding for the proposed work under the Local Agency Technical Assistance program, and terminate upon completion of, and final payment for, all services set forth in this MOU. If the Local Agency Technical Assistance grant application submitted by GSFA is not approved, this MOU shall be of no further force or effect.
8. Compliance with Law. GSCA and County shall perform all functions related to the services or activities described herein in accordance with all applicable federal, state, and local laws, ordinances, regulations, and rules, and in accordance with the terms of the aforementioned grant.

9. Independent Contractor. GSCA shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which GSCA performs the services which are the subject matter of this contract. GSCA staff performing services under this MOU not be deemed employees of County for any purpose.
10. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:
 - a. GSCA shall hold harmless, defend, and indemnify County, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of GSCA, or any person employed by or under GSCA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County.
 - b. County shall hold harmless, defend, and indemnify GSCA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSCA) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSCA.
11. Insurance. GSCA and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

12. No Third Party Beneficiary. Nothing in this MOU shall be construed to create any rights of any kind or nature in any other party not a named party to this MOU.
13. Authorization. Each party executing this MOU and each person executing this MOU in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
14. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.
15. Governing Law and Venue. This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Sacramento County, California.
16. Notices. Any notice required to be given pursuant to the terms and provisions of this MOU shall be in writing and shall be sent first class mail to the following addresses:

GSCA: Golden State Connect Authority
 Attn: Executive Director
 1215 K Street, Suite 1650
 Sacramento, CA 95814

County: John Devlin, Chief Information Officer
 1400 W. Lacey Blvd., Bldg. 6
 Hanford, CA 93230

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, GSCA and County have executed this Memorandum of Understanding on the day and year set forth below.

COUNTY OF KINGS

GOLDEN STATE CONNECT AUTHORITY

By: _____
Richard Valle, Chairman
Kings County Board of Supervisors

By: Patrick Blackrock
8DCC1905D807EF8C2714F02B16A646BC ready**sign**
Name: Patrick Blackrock
Executive Director

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO INSURANCE

I
By: Sarah Poots
93945135456586EC3FA14EBBD03AE380 ready**sign**
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: Cindy Crose Kliever
40EEBBA457D223D6ED0E56156269F917 ready**sign**
Cindy Crose Kliever, Deputy County Counsel

ATTACHMENT 1

**DESIGN PROFESSIONAL AGREEMENT
AND UTOPIA MOU**

**GOLDEN STATE CONNECT AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH
TILSON TECHNOLOGY MANAGEMENT
(NAME OF COUNTY OR CITY)**

This Professional Services Agreement (“Agreement”) is made by and between the Golden State Connect Authority, a Joint Exercise of Powers Authority and political subdivision of the State of California, (“GSCA”) and Tilson Technology Management, (“Contractor” or “Tilson”), and is effective as of the latest date corresponding to the signatures below.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties hereby agree as follows:

1. **SERVICES TO BE PROVIDED.** As directed by GSCA, Contractor shall perform the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as the following scope items/work products: (1) Conceptual Network Design and Cost Estimation for potential project areas throughout _____ County; (2) Refined High-Level Design and Foundational Planning for project areas selected by GSCA; and (3) Low-Level Design and Engineering for project areas selected by GSCA.

The proposed network design shall be primarily underground, within existing public road rights-of-way, unless otherwise directed by GSCA.

Upon completion of each scope item/work product set forth in **Exhibit A**, Contractor shall submit a report for that item setting forth the information described **Exhibit A**, including any conclusions and recommendations. Each report shall further include all of the following:

- Short summary of the work product(s) created for that scope item.
- A short description of the work completed that is suitable for submission to GSCA's funding sources.
- Identification of areas where GSCA may deploy broadband infrastructure stemming from this work, suitable for submission to GSCA's funding sources.
- An acknowledgement, on the cover page, that: “Funding for this project has been provided in part through a grant for Local Agency Technical Assistance from a program administered by the California Public Utilities Commission.”

Contractor shall cooperate with GSCA’s assigned engineering manager, Utah Telecommunication Open Infrastructure Agency (UTOPIA) in the performance of all services hereunder, unless otherwise directed by GSCA.

2. **PAYMENTS BY GSCA.** GSCA shall pay Contractor for all services satisfactorily provided herein in accordance with the payment provisions set forth in **Exhibit B**, subject to the limitations set forth in this Agreement. The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement. The total amount payable by GSCA to Contractor under this Agreement shall not exceed the sum of \$ _____.

3. **TERM.** The term of this Agreement is from _____ to _____, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Contractor and GSCA, and Contractor may not commence work before GSCA signs this Agreement.

4. **PERFORMANCE STANDARDS.**

4.01. Contractor warrants that its agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required hereunder, and are not employees of the GSCA, or immediate family of an employee of GSCA.

4.02. Contractor, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations.

4.03. Contractor shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified herein.

5. **PAYMENT CONDITIONS.**

5.01. Contractor shall submit to GSCA an invoice on a form acceptable to GSCA. If not otherwise specified, the Contractor may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by Contractor for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as GSCA may require. GSCA will make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5.02. The compensation paid to Contractor hereunder is inclusive of all expenses, costs, fees, or charges incurred by Contractor for services provided under this Agreement.

6. TERMINATION.

6.01. Termination Without Cause. GSCA may terminate the Agreement without cause by giving written notice setting forth the effective date of termination to the Contractor at least 30 days prior to the effective date. In such event, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6.02. Termination for Cause. GSCA may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" herein includes, but is not limited to, the failure of the Contractor to perform the required services at the time and in the manner provided herein. If GSCA terminates this Agreement for good cause, GSCA may be relieved of the payment of any consideration to Contractor and GSCA may proceed with the work in any manner which GSCA deems proper. The cost to GSCA shall be deducted from any sum due herein to Contractor.

7. INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless the GSCA, and its elected and appointed officials, directors, officers, employees, agents, and volunteers, from any and all claims, causes of action, damages, losses, expenses, fines, penalties, judgments, demands and defense costs, whether in law or equity (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) (collectively, "**Claim**") arising from or related to the services performed by Contractor under this Agreement or the actions or inactions of Contractor, or accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of Contractor's duties and services hereunder, except such loss or damage that was caused by the sole, active negligence or willful misconduct of GSCA. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. GSCA shall promptly notify Contractor of any claim made in connection with the performance of services rendered hereunder.

Notwithstanding the foregoing, to the extent that the services or work hereunder include design professional services subject to Civil Code section 2782.8, Contractor's duty to indemnify and defend shall only be to the maximum extent permitted of the law.

This section shall survive the termination or expiration of this Agreement.

8. **INSURANCE.** Contractor shall at all times maintain in force the insurance coverage required herein. Contractor shall send GSCA annual certificates of insurance without demand by GSCA. Failure by Contractor to maintain such insurance is a default of this Agreement which entitles GSCA, in its sole discretion, to terminate this Agreement immediately.

8.01. Evidence of Coverage. Prior to commencement of work pursuant to this Agreement, Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate and the Contractor shall provide GSCA a copy of the policy(ies) upon request.

8.02. Qualifying Insurers. All coverages shall be issued by companies which hold a current holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability as approved by the GSCA.

8.03. Insurance Coverage Requirements. Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy(ies) of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance, including but not limited to premises and operations, coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- B. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- C. Worker's Compensation Insurance, if Contractor employs others in performance of this Agreement, in accordance with Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000, each accident, and \$1,000,000 each disease.
- D. Professional Liability Insurance, in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice, errors, or omissions made in the course of rendering professional services.

E. All insurance required herein shall be issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified herein, all such insurance shall be written on an occurrence basis. For any policy written on a claims basis, and accepted by GSCA, Contractor shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least 3 years following the expiration or earlier termination of this Agreement.

Each insurance policy shall provide that GSCA shall be given notice in writing at least 30 days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor performing work hereunder or be accompanied by a certificate of insurance from each subcontractor showing subcontractor has identical coverage as required above.

Commercial General Liability and Automobile Liability policies shall provide an endorsement naming GSCA, its elected officials, officers, agents, and employees as Additional Insureds with respect to liability arising out of Contractor’s work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by GSCA and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Contractor’s insurance. (ISO Form CG 20 10 11-85, or CG 20 10 10 01 in tandem with CG 2037 10 01 (2000); and ISO Form CA 20 48 02 99.)

Contractor shall provide GSCA with any new or amended certificate of insurance within 5 days after any change is made to any policy.

9. RECORDS AND CONFIDENTIALITY.

9.01. GSCA Records. Contractor shall not disclose any confidential records or other confidential information received from GSCA or prepared in connection with the performance of this Agreement unless GSCA provides Contractor with written authorization to disclose a specific record(s) or information on a case-by-case basis. Contractor shall promptly transmit to GSCA all requests for disclosure for any records or information related to this Agreement. Contractor shall not use any confidential information or records provided by GSCA for any purpose whatsoever, excepting for the sole purpose of performing Contractor’s obligations herein. Contractor shall return to GSCA all GSCA records which

Contractor used or received from GSCA to perform services hereunder upon the termination or expiration of this Agreement.

9.02. Contractor Records. Contractor and its officers, employees, agents, and subcontractors shall prepare and preserve all reports and records that may be required by federal, state, and GSCA laws and regulations related to services performed herein, and shall maintain such records for a period of at least 5 years after receipt of final payment hereunder. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 5-year period, then Contractor shall retain said records until such action is resolved.

9.03. Access to and Audit of Contractor Records. GSCA has the right to examine, monitor and audit all records, documents, conditions, and activities of Contractor and its subcontractors related to services provided herein. Pursuant to Government Code section 8546.7, the parties hereto may be subject, at the request of the GSCA or as part of any audit of the GSCA, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of five years after final payment hereunder.

10. OWNERSHIP OF MATERIALS. All materials developed under this Agreement, including without limitation all documents, drawings, estimates, notes, reports, work sheets, electronic storage media, plans, specifications, professional and technical information, and related data (collectively, "Deliverables") shall become the property of GSCA, and Contractor agrees to deliver such Deliverables to the GSCA upon completion of the services hereunder or other termination of this Agreement.

With respect to any Deliverables, or portions or components thereof, that do not become the property of GSCA in accordance with this section, the parties acknowledge and agree that Golden State Connect Authority shall have an exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, transferable, and unrestricted license (with the right to sublicense) to use, copy, publicly perform, publicly display, broadcast, reformat, combine, translate, excerpt (in whole or in part), and distribute such Deliverables, portions, and components for any purpose, and to prepare derivative works of, or incorporate into other works, the Deliverables and all of their portions and components. The above rights may be exercised in all media and formats whether now known or hereafter devised. These license provisions shall survive any termination of the Agreement.

11. THIRD PARTY BENEFICIARY LIMITATION. This Agreement is intended solely for the benefit of the parties to this Agreement, and no third party shall be

deemed to be a beneficiary or to have any rights hereunder against any of the parties hereto.

12. **NON-DISCRIMINATION.** Contractor and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in Government Code sections 12940 et seq., either in Contractor's employment practices or in the furnishing of services to recipients. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Contractor any all subcontractors shall, in performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination.
13. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders that may affect its performances of services herein in any manner. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of services. Contractor shall further comply with all provisions of any state or federal grant agreements providing funding for the services herein to the extent applicable to Contractor as a subgrantee under said agreement, as though such agreement were fully set forth herein.
14. **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of GSCA. Nothing in this agreement is intended nor shall be construed to create a partnership or a joint venture relationship. GSCA shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, GSCA shall not have the right to control or direct the means by which Contractor performs services rendered pursuant to this Agreement. Contractor shall set its own hours and location of work, provided the results described herein are accomplished. Contractor warrants that it is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Contractor hereunder. Contractor further warrants and represents that each of the following is true and correct:
 - (i) If any work hereunder is performed in a jurisdiction that requires Contractor to have a business license or business tax registration, Contractor shall obtain and maintain the required business license or business tax registration as required by law during the term of this Agreement.
 - (ii) Contractor maintains a business location that is separate from the business or work location of GSCA.

(iii) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder.

(iv) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from GSCA.

(v) Contractor advertises and holds itself out to the public as available to provide the same or similar services.

(vi) Contractor provides its own tools, vehicles, and equipment to perform the services.

(vii) Contractor can negotiate its own rates.

(viii) Contractor can set its own hours and location of work, consistent with the nature of the work.

(ix) Contractor is not performing the type of work for which a license from the Contractors' State License Board is required.

By initialing this Agreement in the space provided immediately below, Contractor acknowledges that this Agreement is complete, that it does not create an employer-employee relationship between GSCA and Contractor or any person performing services hereunder on behalf of Contractor, and that this Agreement cannot and will not be modified by any oral representation of employment. Contractor further acknowledges that he is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Contractor hereunder.

Contractor's Initials:

15. **PREVAILING WAGE.** Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, GSCA will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold GSCA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that GSCA has not affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the work to

be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

Contractor acknowledges that no Contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

16. MISCELLANEOUS PROVISIONS.

16.01. Conflict of Interest. Contractor represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full complete performance of the professional services required to be rendered under this Agreement.

16.02. No Waiver. Any waiver of any terms or conditions of this Agreement must be in writing and signed by the parties. A waiver of any of the terms or conditions of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement, and a single (or multiple) waiver shall not be construed as a perpetual waiver.

16.03. Disputes. Contractor shall continue to perform under this Agreement during any dispute.

16.04. Non-assignment and Subcontracting. Contractor shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the GSCA. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the GSCA.

Notwithstanding any such subcontract, Contractor shall remain liable for the performance of all requirements of this Agreement.

16.05. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties herein, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.06. Headings. The headings herein are for convenience only and shall not be used to interpret the terms of this Agreement.

16.07. Resolution of Ambiguities. The parties agree that each has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

16.08. Entire Agreement and Amendment. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date of this Agreement. This Agreement may be amended or modified only by written instrument signed by the parties.

16.09. Time is of the Essence. Time is of the essence in each and all provisions of this Agreement.

16.10. Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of California. In the event of litigation between the parties hereto, venue shall be the Superior Court of the State of California, for the County of Sacramento.

16.11. Non-exclusive Agreement. This Agreement is non-exclusive and both GSCA and Contractor expressly reserve the right to contract with other entities for the same or similar services.

16.12. Authority. Any individual executing this Agreement on behalf of a party represents and warrants hereby that they have the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.13. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any

exhibit or other attachment hereto, the provisions of this Agreement shall prevail and control.

16.14. Severability. If it is determined by a court of competent jurisdiction, that any provision(s) of this Agreement is illegal or unenforceable, such provision(s) shall be severed from the Agreement and shall be inoperative such that all other provisions of the Agreement remain binding with full force and effect. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect.

16.15. Counterparts. This Agreement may be executed in 2 or more counterparts, each of which constitutes an original, and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart via email transmittal.

16.16. Notices. All notice required under this Agreement shall be delivered personally or by first class mail as follows:

For GSCA:
GOLDEN STATE CONNECT AUTHORITY
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Executive Director

For Contractor:
TILSON TECHNOLOGY MANAGEMENT
16 Middle St.
Portland, ME 04071

IN WITNESS WHEREOF GSCA and Contractor have executed this Agreement as of the day and year written below

Date: _____

GSCA:

Golden State Connect Authority

By: _____

Name: _____

Its: _____

Date: _____

CONTRACTOR:

Tilson Technology Management

By: _____

Name: _____

Its: _____

EXHIBIT A
SCOPE OF WORK

PROJECT DESCRIPTION AND APPROACH

Tilson will work with GSCA to strategically plan for and develop a robust fiber network within the County identified in this Agreement, moving from conceptual design all the way through low-level design and engineering to create constructible network designs that are shovel-ready. Tilson will work closely with key stakeholders and partners to extend and improve broadband connectivity throughout the County identified in this Agreement. Tilson will focus on a design that not only meets the objectives of GSCA but will maximize eligibility for various funding opportunities available.

Tilson has extensive experience assisting network owners design and deploy fiber and wireless networks, as well as advising public officials on broadband policy. This experience gives Tilson the understanding of how different types of infrastructure are useful for deploying different types of service. Tilson's work has encompassed developing strategic approaches to holistically evaluate, plan for, and implement reliable networks that meet the bespoke needs of Tilson's clients. Tilson understands how goals, available data, and the scale and structure of funding can all shape the approach.

Our network designs are created with durability and scalability in mind. Tilson will assist GSCA in creating a long-term appreciating asset for GSCA, capable of serving a growing user base and meeting the needs of next generation technology, applications, and devices. Additionally, Tilson's consultants have familiarity with all major federal funding opportunities from both sides of these unprecedented funding vessels: pursuing/securing as well as developing/administering. This experience provides insight into the inner-workings of how grant programs operate and has helped to refine process around grant-compliance related consulting and engineering.

Tilson will cooperate with and take direction from UTOPIA in the performance of all services hereunder, unless otherwise directed by GSCA.

Technical Capabilities

Tilson possesses the in-house resources for end-to-end, full turnkey fiber network consulting, design, and engineering. Tilson self-performs all survey, design, and permitting using industry-standard technologies and is consequently intimately familiar with a variety of advanced tools to support technical support and GIS-related consulting, including:

3-GIS is a web-based fiber network design studio that uses industry-standard ESRI ArcGIS on its backend. Tilson uses 3GIS for all desktop engineering tasks. Tilson's engineers use the information in Tilson's geographic database as a starting point for editing the GIS data to complete engineering design deliverables. All fiber architecture, including mapping all fiber routes, determining cable size and placement, attachment points, equipment locations, slack, logical cable names and complements, fiber counts, and splice diagrams, is completed in GIS.

QuickBase is a low-code platform for building, customizing and connecting scalable, secure cloud applications mapped to unique business challenges. The platform includes workflow and process automation, forms, and personalized charts and reports driven by customizable business logic. Quickbase is used at Tilson for project management, schedule management, and cost and revenue analysis, allowing all users to work from the same data. Data can be transferred to external systems via API calls, an ODBC connector, or Excel/CSV exports.

AutoCAD is an industry-standard computer aided drafting tool. Tilson uses AutoCAD to create construction-ready drawings.

O-Calc is structural analysis software used to model utility pole loading. O-Calc can model all aspects of structural loading on a variety of pole types and materials. Using O-Calc, Tilson's engineers and make-ready team can provide analysis-based counters to excessive utility make ready costs.

Biarri FOND is software that enables Tilson's engineering team to create, customize, adjust and optimize fiber, broadband and 5G network designs. It allows complete control of network parameters and specifications to design an appropriate network architecture, and calculate designs based on project preferences.

Project I: Conceptual Network Design

Tilson proposes its time-tested and repeatable project management process to provide conceptual designs for early and rapid evaluation of established project areas. These designs are to align with the preferred architecture and completed using a combination of customer input data and/or Tilson-sourced non-proprietary input data. These designs will be a desktop-based activity aimed at assisting in network deployment cost calculations and determining the viability of the fiber network deployment.

The conceptual design will require GSCA to determine some basic architectural rules and constraints and Tilson's consulting engineers will discuss the network requirements as part of the initial project kick-off meeting and throughout subsequent touchpoints as necessary. Tilson will then review any existing data-sets available for the project. After reviewing the geographic area for the best central office location(s), Tilson will perform GIS analyses and load in centerline data and specific address locations into the working design. The design will then be ready for selecting the network architecture and uploading appropriate shape files for the region. Tilson will then be able to generate preliminary design routes based on the requirements of the network. A high level review of the preliminary routes will be undertaken to ensure proper design to all address locations. Finally, a bill-of-materials will be produced based on the design including all cables, terminals, drops and fiber distribution cabinets.

The capital expense model that Tilson will develop, with input and oversight by GSCA and UTOPIA, as a byproduct of the conceptual design includes estimates of the labor, materials (including all cables, terminals, drops and Fiber Distribution Huts), professional services, and other cost elements needed to deploy the potential solution(s). Tilson will look to comparable networks and key operating and cost ratios to estimate costs for these solutions. Tilson will also utilize publicly available data and industry information to estimate the operating costs for the proposed solution.

The goal for this project is to gain quick and actionable intel on the proposed network and associated costs. Tilson will focus on the basic conceptual network routing and fiber allocation that will drive a large part of the overall project and eventual build. The conceptual design and resulting bill of materials will aim to be within $\pm 20\%$ accuracy of the final project build.

As the final work product for Phase I, Tilson shall provide a report and summary overview of conceptual network design for review by GSCA and its stakeholders and submission to GSCA's funding sources. The report shall include all components and information necessary for GSCA to submit a payment request to its funding sources.

Project II: Refined High Level Design and Foundational Planning

Building off the conceptual design and associated deliverables, Tilson will dive deeper into the design process to refine the working design and begin assisting GSCA with making a more concrete selection of areas based on census blocks and eligible areas. This phase will involve a more thorough route review to ensure route constructability, as well as a more acute data gathering exercise around vendors, equipment, and project-related pricing. As a result, the design will start to really take shape, better informing decision-making (such as understanding the necessary permitting tasks, environmental studies, facilities engineering etc...), and forming a strong foundation for the low-level engineering and development of constructable prints for network construction and deployment.

Tilson's consultants and engineers will work closely with GSCA stakeholders to communicate project progress advising on key road-map items and adjusting the design process as necessary throughout the phase to suit the needs of GSCA and the communities it aims to serve.

By the end of this process, Tilson will have the project areas solidified and prioritized for boots-on-the-ground field survey work and low-level design engineering. Tilson aims to be $\pm 10\%$ accuracy with an updated bill of materials which directly informs the capital expenditure estimation.

As the final work product for Project II, Tilson shall provide a report and summary overview of the refined high-level design, and all foundational planning efforts, for review by GSCA and its stakeholders and submission to GSCA's funding sources. The report shall include all components and information necessary for GSCA to submit a payment request to its funding sources.

Project III: Low Level Design and Engineering

Tilson will develop low level route designs for project areas selected by GSCA based on network design rules and permitting models established in the refined high-level design and foundational planning stage. This development will result in 'Approved for Construction' drawings that will be used to award the construction to the approved contractors. This shall also include all required permitting, easements, and rights-of-way processing.

Permit and License Requirements:

Upon request by GSCA, Tilson will assist GSCA in securing all required permits to construct networks in selected locations. These include, but are not limited to:

- Pole and conduit licensing

- Local building permits
- Local zoning variances
- Railroad crossings
- Highway crossings
- Water crossings
- Historic preservation
- Environmental

Tilson pricing for low level design and engineering, resulting in constructable network designs, is \$1.93 per linear foot. This includes:

- Field Surveying of proposed routes from approved high-level design
- Standard Route Construction Drawings and Typical
- Standard Permitting Package as described above.
- Standard Pole Applications (exclusive of Pole Loading Analysis mandates), for any aerial attachments, as directed by GSCA.

As the final work product for Project III, Tilson shall provide ‘Approved for Construction’ drawings that may be used to award the construction to the approved contractors, and copies of any draft or final permits, licenses, easements, applications, or similar documents prepared at GSCA’s direction under this section. The foregoing shall be accompanied by a report including all components and information necessary for GSCA to submit a payment request to its funding sources.

Additional as-needed services not included in this price-per-linear foot model, such as any required specialty permits, environmental studies, facilities engineering etc., will be identified and communicated as a potential amendment to this Agreement.

EXHIBIT B
TIME AND MANNER OF PAYMENT

- Compensation:
1. Contractor shall be paid an all-inclusive flat fee of **\$25,000** for all services rendered under the scope item/work product entitled “Conceptual Network Design,” as set forth in **Exhibit A**.
 2. Contractor shall be paid an all-inclusive flat fee of **\$40,000** for all services rendered under the scope item/work product entitled “Refined High Level Design and Foundational Planning,” as set forth in **Exhibit A**.
 3. Contractor shall be paid an all-inclusive flat fee of **\$1.93 per linear foot of network** for all services rendered under the scope item/work product entitled “Low Level Design and Engineering,” as set forth in **Exhibit A**.

The flat fees set forth above are inclusive of all compensation, reimbursement, costs, or charges due to Contractor for services provided under this Agreement.

The Maximum Compensation payable under this Agreement, including any expense reimbursement, shall not exceed \$, unless otherwise agreed to in a written amendment to this Agreement executed by both parties.

Contractor shall submit an invoice for the applicable flat fee amount to GSCA within thirty (30) days after each scope item/work product has been completed to the reasonable satisfaction of GSCA. Such bills shall conform to the general requirements for invoices to GSCA – including brief statement of work performed and any other information required by GSCA's funding sources – and shall be paid by GSCA under its normal invoicing procedures.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GOLDEN STATE CONNECT AUTHORITY
AND
UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY
REGARDING
ENGINEERING MANAGEMENT SERVICES**

THIS **MEMORANDUM OF UNDERSTANDING** (“MOU”) is dated [REDACTED] and made between **GOLDEN STATE CONNECT AUTHORITY** (“GSCA”) and **UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY** (“UTOPIA”). This MOU is made in reference to the following facts:

RECITALS:

- (a) GSCA is a joint powers authority and public agency organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code.
- (b) Under that certain *Golden State Connect Authority Joint Exercise of Powers Agreement*, GSCA is authorized to establish and operate programs and projects to facilitate provision and expansion of broadband internet access service in rural communities, and to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service.
- (c) UTOPIA is an interlocal entity and public agency organized and existing under Title 11, Chapter 13, Utah Code Annotated 1953.
- (d) Under that certain *First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency*, UTOPIA is authorized to provide cable television and telecommunications services on a wholesale basis, and to construct, maintain, and operate telecommunications lines or cable television lines.
- (e) Under sections 6500 and 6502 of the California Government Code and Sections 11-13-201 and 11-13-202, Utah Code Annotated 1953, UTOPIA and UTOPIA, respectively, are each authorized to enter into agreements with out-of-state public agencies to jointly exercise any power common to both entities.
- (f) Certain counties and cities within GSCA’s boundaries are applying for grant funding from the California Public Utilities Commission's Local Agency Technical Assistance program. If approved, this grant funding will cover the cost of preparing conceptual network design and cost estimation, refined high-level design and foundational planning, and low-level design and engineering for portions of a proposed open access broadband internet access network within GSCA's boundaries. These counties and cities propose to enter into one or more memorandums of

understanding with GSCA, in accordance with Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code, under which GSCA will undertake responsibility for performance of the grant-funded work.

- (g) GSCA has developed proposed *Agreements for Professional Services* (the "Engineering Agreements") with Tilson Technology Management (the "Design Professional") for each affected county and city, attached hereto as **Attachments A-1 through A-█**, under which the Design Professional will prepare the scope items and work products to be funded under the Local Agency Technical Assistance program.
- (h) UTOPIA has the expertise and capability to provide network engineering management services to supervise the work performed by the Design Professional under the Engineering Agreements.

THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:

1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
2. Authority. This MOU is authorized by California Government Code sections 6500 et seq. and 26231, and by Title 11, Chapter 13 and Title 10, Chapter 18, Utah Code Annotated 1953.
3. No Separate Entity. This MOU does not create an agency or entity that is separate from the parties to the agreement.
4. Scope of Services. Upon award of funding under the Local Agency Technical Assistance program, and execution of the Engineering Agreements, UTOPIA shall provide engineering management services to assist GSCA in supervising the performance of the Design Professional under the Engineering Agreements, including all of the following:
 - Provide GSCA with a single point of responsibility for the administration of quality, cost control, and schedule objectives as set forth in the Engineering Agreements.
 - Develop project delivery strategy based on analysis of project requirements for function, quality, and cost, and schedule, operational and legal constraints.
 - Develop master schedule showing duration, responsibility and precedence for major activities; identify critical activities and develop decision tracking system to report on the status of key issues which influence the project.
 - Schedule, hold, and document project management meetings including representatives of the Design Professional and GSCA.

- Require performance by the Design Professional to support quality, cost, and schedule objectives.
- Review all plans, specifications, drawings, and other work product submitted by the Design Professional for compliance with contract scope and applicable technical and regulatory requirements. Such review shall include a check for biddability and constructability, and for conflict with plans for any other portion of the proposed network.
- Compare submitted designs to existing cost models, working with the Design Professional.
- Develop and implement a procedure for the review and processing of the Design Professional's invoices. Recommend approval and payment of the Design Professional for acceptable work effort expended. The procedure will be based upon the requirements of the GSCA's accounting systems and adapted to any requirements of the State funding agency.
- Coordinate GSCA review and acceptance of all plans, specifications, drawings, and other work product submitted by the Design Professional.
- Assist GSCA in completing any reports or other documentation necessary to obtain reimbursement under the Local Agency Technical Assistance program.
- Any other management services necessary to facilitate low-level design and final engineering of the proposed network, as set forth in the Engineering Agreements.

The foregoing services shall be performed in cooperation and coordination with GSCA management. GSCA shall retain final authority to supervise all services performed by the Design Professional, to accept or reject all plans, specifications, drawings, and other work product submitted by the Design Professional, and to approve or disapprove all invoices and request for payment.

5. Billing and Payment. GSCA shall pay UTOPIA an all-inclusive flat fee equal to three percent (3%) of the amount(s) invoiced by the Design Professional under the Engineering Agreements, not to exceed \$ [REDACTED]. This flat fee is inclusive of all compensation, reimbursement, costs, or charges due to UTOPIA for services provided under this MOU. UTOPIA shall submit monthly bills for services rendered, based on the amounts invoiced by the Design Professional during the preceding month. Such bills shall conform to the general requirements for invoices to GSCA and shall be paid by GSCA under its normal invoicing procedures. It is the parties' intent that the cost of UTOPIA's services hereunder will be eligible for reimbursement under the Local Agency Technical Assistance program, and all of UTOPIA's services and invoices shall conform to the requirements of that program.

6. Term. This Agreement shall commence upon award of funding for the proposed work under the Local Agency Technical Assistance program, and terminate upon completion of, and final payment for, all services described in this MOU, unless terminated sooner due to the conditions set forth herein.
7. Termination. Either party may terminate this agreement on 30 days' written notice. GSCA shall pay UTOPIA based upon the invoices submitted by the Design Professional as of the date of notice.
8. No Commitment to Proceed. No provision of this MOU shall be construed to obligate GSCA to accept an award of funding under the Local Agency Technical Assistance program, to execute the Engineering Agreements, or to otherwise proceed with design and engineering of the proposed network.
9. Compliance with Law. UTOPIA and GSCA shall perform all functions related to the services or activities described herein in accordance with all applicable federal, state, and local laws, ordinances, regulations, and rules, and in accordance with the terms of the aforementioned grants.
10. Independent Contractor. UTOPIA shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow GSCA to exercise discretion or control over the professional manner in which UTOPIA performs the services which are the subject matter of this contract. UTOPIA staff performing services under this MOU not be deemed employees of GSCA for any purpose.
11. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:
 - a. UTOPIA shall hold harmless, defend, and indemnify GSCA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSCA) being damaged by the negligent acts, willful acts, or errors or omissions of UTOPIA, or any person employed by or under UTOPIA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSCA.
 - b. GSCA shall hold harmless, defend, and indemnify UTOPIA, its agents, officers, and employees, against all claims, suits, actions, costs,

expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of UTOPIA) being damaged by the negligent acts, willful acts, or errors or omissions of GSCA, or any person employed by or under GSCA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of UTOPIA.

12. Insurance. UTOPIA and GSCA shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
13. No Third Party Beneficiary. Nothing in this MOU shall be construed to create any rights of any kind or nature in any other party not a named party to this MOU.
14. Authorization. Each party executing this MOU and each person executing this MOU in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
15. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.
16. Governing Law and Venue. This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Sacramento County, California.
17. Notices. Any notice required to be given pursuant to the terms and provisions of this MOU shall be in writing and shall be sent first class mail to the following addresses:

UTOPIA: UTOPIA
 5858 South 900 East
 Murray, UT 84121
 Attn: Chief Executive Officer

GSCA: GOLDEN STATE CONNECT AUTHORITY
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Executive Director

IN WITNESS WHEREOF, UTOPIA and GSCA have executed this Memorandum of Understanding on the day and year set forth below.

Date: _____

**UTAH TELECOMMUNICATION OPEN
INFRASTRUCTURE AGENCY**

By: _____
Chief Executive Officer

Date: _____

GOLDEN STATE CONNECT AUTHORITY

By _____
Executive Director

ATTACHMENTS A-1 through A-

[INSERT COPIES OF ENGINEERING AGREEMENTS]

ATTACHMENT 2

BUDGET SUMMARY FROM GRANT APPLICATION

Local Agency Technical Assistance Application

PART 3. BUDGET SUMMARY

Instructions: Please provide the following budget summary information for your proposed grant project. Identify each reimbursable work product expected to result from the proposed contract (if outsourcing) or project proposal (if in-house staff). Add additional space if needed.

Applicant (Local Agency or Tribe):	County of Kings					
Project Name:	County of Kings Broadband Network Design					
	Year 1			Year 2		
Budget Line Item	Work Product	Work Product	Work Product	Work Product	Work Product	
Work Product Title (e.g, RFP Development, Needs Assessment, Strategic Broadband Plan)	Conceptual Network Designs and Cost Estimation	Refined High-Level Design and Foundational Planning	Low-Level Design and Engineering*			
Timeline (weeks from project start)	Weeks 1-8	Weeks 9-20	Weeks 21 -52			
Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	Cost	Cost	Cost	Cost	Cost	TOTAL
Network Design - Tilson	\$ 23,000.00	\$ 40,000.00	\$ 383,259.00			\$ 446,259.00
Network Design Management - UTOPIA Fiber	\$ 690.00	\$ 1,200.00	\$ 11,851.00			\$ 13,741.00
-						
Total Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	\$ 23,690.00	\$ 41,200.00	\$ 395,110.00	\$ -	\$ -	\$ 460,000.00
Total Administrative Costs** (see Note)	\$ 1,895.00	\$ 3,296.00	\$ 34,809.00	\$ -	\$ -	\$ 40,000.00
TOTAL COSTS	\$ 25,585.00	\$ 44,496.00	\$ 429,919.00	\$ -	\$ -	\$ 500,000.00

* Completed at \$1.79/linear foot

** Actual or not to exceed 8% of grant - 3% GSCA and 5% County

Note:

Administrative costs are defined as indirect overhead costs attributable to a project, per generally accepted accounting principles (GAAP), and the direct cost of complying with Commission administrative and regulatory requirements related to the grant itself. Up to 15% of administrative costs may be associated with the securing or completion of reimbursable work products, other than the cost of local agency staff hours. (D.22-02-026, Attachment 1 at 2)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 7, 2023

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

SUBJECT: CALIFORNIA STRENGTHENING PUBLIC HEALTH INITIATIVE
ACKNOWLEDGEMENT AND ACCEPTANCE OF ALLOCATION

SUMMARY:

Overview:

Supported in part by the American Rescue Plan Act, the Strengthening United States Public Health Infrastructure, Workforce, and Data Systems grant is a groundbreaking investment that supports critical public health infrastructure needs of jurisdictions across the United States. On December 4, 2022, the Centers for Disease Control awarded the California Department of Public Health the California Strengthening Public Health Initiative funding for local health jurisdictions. The California Department of Public Health has allocated Kings County Department of Public Health \$764,714 for the period December 1, 2022 to November 30, 2027.

Recommendation:

- a. Accept the California Strengthening Public Health Initiative allocation;
- b. Approve the Acknowledgement of Allocation Letter to the California Department of Public Health for \$764,714 for the period December 1, 2022 to November 30, 2027;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The recommended action will increase Fiscal Year 2022-2023 Revenue Transfer in account by \$152,943 and will increase Special Departmental account 92063 by \$152,943 in budget unit 411300. The remaining annual allocations will be included in their respective years adopted budget.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CALIFORNIA STRENGTHENING PUBLIC HEALTH INITIATIVE ACKNOWLEDGEMENT AND ACCEPTANCE OF ALLOCATION

March 7, 2023

Page 2 of 2

BACKGROUND:

Funding from this grant will help ensure that every U.S. community has the people, services, and systems needed to promote and protect health. The grant creates a foundation for Center's for Disease Control and Prevention's (CDC) public health infrastructure work and provides maximum flexibility so jurisdictions can address their most pressing needs.

Kings County Department of Public Health (KCDPH) has been awarded \$764,714 for the period December 1, 2022 to November 30, 2027. The funding may be used to supplement KCDPH's existing service level and must include staffing that will assist the department to address health disparities. Funding may also be used for recruiting, hiring, and retaining public health staff, strengthening workplace well-being programs, training new and existing staff, and strengthening workforce planning, systems, processes and policies.

Although CDPH notified the department of the award and requested an acceptance letter by March 3, 2023, KCDPH has been granted an extension to respond upon approval from your Board.

Item has been reviewed and approved to by County Counsel.



TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

February 23, 2023

Dr. Milton Teske, Health Officer
County of Kings
330 Campus Drive
Hanford, CA 93230

Rose Mary Rahn, Health Director
County of Kings
330 Campus Drive
Hanford, CA 93230

**Re: California Strengthening Public Health Initiative LHJ Allocation Letter
Award Number: CASPHI0016**

County of Kings

Dear Dr. Milton Teske, Rose Mary Rahn:

On December 4, 2022, CDPH received a Notice of Award (NOA) from CDC for the California Strengthening Public Health Initiative (CASPHI). Please refer to the CDPH CASPHI Funding Memo dated 2/14/23 for a broader description of that award to California. CDPH is allocating funds to participating local health jurisdictions and this letter specifies your LHJ's specific allocation amount below and the LHJ Allocation Table (Attachment 1 CASPHI Allocation Table - Final). This allocation is for a full five years.

Your allocation of the CASPHI funds is below:

Annual Award Amount	\$152,943.00
Full Award Amount (five years)	\$764,714.00

This letter provides submission requirements for the period of **December 1, 2022 to November 30, 2027**.

Funding:

- a. Any local health jurisdiction that did not apply for direct CDC funding will be included in CDPH's allocation process. CDPH collaborated with the County Health Executives Association of California (CHEAC), the California Conference of Local Health Officers (CCLHO), and other stakeholders to finalize funding formulas for this allocation.

The methodology for allocating these funds as set by statute are as follows:

CDPH Director's Office ● P.O. Box 997377 ● Sacramento, CA 95899-7377
(916) 650-6416 ● (916) 650-6420 FAX
Internet Address: www.cdph.ca.gov



- a. The funding base of \$495,000 has been set in order to cover a 1.0 FTE Equity Staff position for approximately 3.3 years at \$150,000 [with the first two years of equity staffing previously funded as part of the California Equitable Recovery Initiative (CERI), Future of Public Health (FoPH) or other funds]. Additional funding through the formula-based allocation is available to support additional workforce development activities including training, recruitment, and incentives.

NOTE: If LHJ has funding allocated for up to five years of 1.0 FTE Equity Staffing under other funding sources, the base allocation of \$150,000 can be utilized for other Workforce Development Activities.

- b. The formula-based allocation is designed to emphasize a focus on equity based on several factors. The formula-based allocation is using three weighted inputs:

Total Funding Base Allocation (Weight)	Percentage
Population	30%
Race/Ethnicity	35%
Poverty	35%

- c. These inputs are calculated using hybrid weighting that incorporates the proportion of the total statewide population (at 30%) and the percentage of the total LHJ population (at 70%) for which these inputs apply.
- d. In addition to the direct allocation of funds to the 50 participating LHJs, CDPH's State Operations will also utilize the following funds to support all 61 local health jurisdictions with the following activities:

- a. Hire a vendor to conduct a Local Public Health Workforce Assessment: \$2,000,000
 - i. Potential areas of focus for this assessment will include a compensation study comparing salary rates across local public health agencies as well as private sector and health care rates for similar positions, identifying recommended staffing levels for foundational capabilities as well as expanded multisector functions of public health, and workforce diversity.
- b. Support Public Health Capacity Building: \$1,010,404

- i. Targeted local assistance contract funding for equity-focused community-based organizations to provide capacity building support to local health jurisdictions.
- c. Community Health Assessment and Improvement Plan Support: \$1,080,000
 - i. Four years of funding (yrs. 2-5) of statewide and targeted training and technical assistance activities to support LHJs working to develop or update CHA/CHIPs.
- e. Allocations to Local Health Jurisdictions are included in Attachment 1: CASPHI Allocation Table: Final.

Funding Requirements:

Non-Supplantation

- a. The funds allocated to each Local Health Jurisdiction may only be used to supplement, rather than supplant, existing levels of services provided by the Local Health Jurisdiction.
- b. Each Local Health Jurisdiction receiving funds shall annually certify to the department that its portion of this funding shall be used to supplement and not supplant all other specific local city, county, or city and county funds including, but not limited to, 1991 health local realignment and city, county, or city and county general fund resources utilized for Local Health Jurisdiction purposes and excluding federal funds in this determination. Please submit Attachment 5 by April 7, 2023. See Attachment 5 Certification Form.

Required Staffing:

- a. As a condition of receiving this funding, all recipients are required to have a minimum of 1.0 FTE of staff capacity with roles and responsibilities dedicated to advancing health equity and/or eliminating health disparities.
 - a. At the discretion of the LHJ, the 1.0 FTE equity staffing threshold may be spread over multiple positions, with a minimum of 0.5 fully dedicated FTE and the remaining 0.5 FTE spread across additional positions.
 - b. LHJs may also demonstrate that they already have a 1.0 FTE dedicated role for this purpose through other funding sources.
- b. A wide range of staff roles can fulfill this requirement, including leadership roles, policy, program, data and community engagement functions. An equity focus includes understanding and addressing health disparities affecting disproportionately impacted populations that are higher risk and underserved, including racial and ethnic groups, rural populations, those experiencing socioeconomic disparities and other underserved communities. Activities related to improving policies, systems and environments to more effectively serve communities

and address structural and social determinants of health would also address this requirement. (Additional details and examples will be incorporated in the Funding Reference Guide.) LHJs will determine the focus and position title based on local needs.

- c. The funding base of \$495,000 has been set in order to cover a 1.0 FTE Equity Staff position for approximately 3.3 years at \$150,000 [with the first two years of equity staffing previously funded as part of the California Equitable Recovery Initiative (CERI), Future of Public Health (FoPH) or other funds]. Additional funding through the formula-based allocation is available to support additional workforce development activities including training, recruitment, and incentives (additional details below).
- d. Per CDC, all work under this funding initiative should be grounded in three key principles:
 - a. The need for data and evidence to drive planning and implementation
 - b. The critical role that partnerships will play in success, and
 - c. The imperative to direct these resources in a way that supports health equity

CDC Funding Restrictions:

- a. Recipients may not use funds for research.
- b. Recipients may not use funds for clinical care except as allowed by law.
- c. Generally, recipients may not use funds to purchase furniture or equipment.
- d. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - b. The salary or expenses of any contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before any legislative body

Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

See CDC's [Funding Restrictions and Limitations](#) for additional guidance and [additional guidance on lobbying](#) for recipients.

Submission Requirements:

- a. Complete and submit the Acknowledgement Letter on page 8 of this document by March 3, 2023 and submit to CDPH at: CASPHILocalFunding@cdph.ca.gov.
- b. Complete and submit verification of information in the CDPH Form 9083 to CASPHILocalFunding@cdph.ca.gov (these documents will be emailed out in a separate email with its own timeline).
- c. Complete and submit a Workplan and Spend Plan by April 7, 2023, and submit to CDPH at: CASPHILocalFunding@cdph.ca.gov. See Attachment 2 CASPHI Work Plan and Reporting and Attachment 3 CASPHI Spend Plan. Your Agency should consider the following when developing your Workplan and Spend Plan:
 - a. Below is a list of sample activities that could be completed utilizing these CASPHI funds:
 - i. Recruit and hire new public health staff. For example, this could include expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
 - ii. Retain public health staff. For example, this could include strengthening retention incentives, creating promotional opportunities, and transitioning staff to other hiring mechanisms.
 - iii. Support and sustain the public health workforce. For example, this could include strengthening workplace well-being programs and expanding engagement with the workforce to address their mental, emotional, and physical well-being.
 - iv. Train new and existing public health staff. For example, this could include improving the quality and scope of training and professional development opportunities for all staff.
 - v. Strengthen workforce planning, systems, processes, and policies. For example, this could include maintaining and upgrading human resource systems, identifying ways to better collect and use workforce data, and identifying policies that could facilitate more efficient and effective workforce development and management.

Reporting Requirements:

- a. CDC requires semi-annual progress reporting from all recipients and subrecipients (including CA LHJs). The report requires a hiring update in addition to progress on all proposed activities in workplans and spend plans.

- b. The initial progress report is tentatively projected to be due from CDPH to CDC by the end of May 2023. Based upon this due date, please provide the first report by **May 26, 2023**. **Note**, the dates in the below table may be adjusted based on CDC submission requirements. We will notify you as soon as we know of any adjustments to the below dates.
- c. As a recipient of the California Strengthening Public Health Initiative funding, the following reporting documents will be required:
- a. Submit semi-annual progress reports on objective progress to CDPH following the schedule below. Provide status of timelines, goals, and objectives outlined in your workplan. **Note**, if your workplan is under review by CDPH and has not been approved by the progress report due date, you are still required to submit your progress report to CDPH. See Attachment 2 CASPHI Work Plan and Reporting.

Year/Quarter	Reporting Period	Due Date
Year 1/Report 1	December 1, 2022 – April 30, 2023	May 26, 2023
Year 1/Report 2	May 1, 2023 – October 31, 2023	November 21, 2023
Year 2/Report 1	November 1, 2023 – April 30, 2024	May 24, 2024
Year 2/Report 2	May 1, 2024 – October 31, 2024	November 26, 2024
Year 3/Report 1	November 1, 2024 – April 30, 2025	May 30, 2025
Year 3/Report 2	May 1, 2025 – October 31, 2025	November 25, 2025
Year 4/Report 1	November 1, 2025 – April 30, 2026	May 29, 2026
Year 4/Report 2	May 1, 2026 – October 31, 2026	November 24, 2026
Year 5/Report 1	November 1, 2026 – April 30, 2027	May 28, 2027
Year 5/Report 2	May 1, 2027 – November 30, 2027	December 17, 2027

- b. Submit semi-annual expenditure and hiring reports to CDPH following the schedule below. Expenditure and hiring reporting should be completed within your Spend Plan. **Note**, if your spend plan is under review by CDPH and has not been approved by the reporting due date, you are still required to submit your expenditure report to CDPH. See Attachment 3 CASPHI Spend Plan.

Year/Quarter	Reporting Period	Due Date
Year 1/Report 1	December 1, 2022 – April 30, 2023	May 26, 2023
Year 1/Report 2	May 1, 2023 – October 31, 2023	November 24, 2023
Year 2/Report 1	November 1, 2023 – April 30, 2024	May 24, 2024
Year 2/Report 2	May 1, 2024 – October 31, 2024	November 26, 2024
Year 3/Report 1	November 1, 2024 – April 30, 2025	May 30, 2025
Year 3/Report 2	May 1, 2025 – October 31, 2025	November 25, 2025
Year 4/Report 1	November 1, 2025 – April 30, 2026	May 29, 2026
Year 4/Report 2	May 1, 2026 – October 31, 2026	November 24, 2026
Year 5/Report 1	November 1, 2026 – April 30, 2027	May 28, 2027

- c. A CDPH representative will issue reminders as these dates get closer.
- d. CDPH will provide a template to use to facilitate the reporting of these data metrics.

Reimbursement/Invoicing:

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoice(s) to: CASPHILocalFunding@cdph.ca.gov. See Attachment 4 Invoice.

- a. First Payment: CDPH will issue a warrant (check) to your Agency for 25% of your total allocation, this will be issued as an advance payment.
- b. Future payments will be based on reimbursement of expenditures once the 25% advance payment has been fully expended. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachment 2 CASPHI Work Plan and Reporting and Attachment 3 CASPHI Spend Plan following the due dates above within Reporting Requirements.
- c. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from CDPH. Documentation should be maintained onsite for five years.

Thank you for the time your Agency has invested to strengthen our State's public health infrastructure throughout our diverse communities. CDPH is hosting a webinar on **March 20, 2023 from 4:00 PM – 5:00 PM** to go over the requirements and activities of this funding. A meeting notice will be sent through the CCLHO and CHEAC distribution lists . If you have any questions or need further clarification, please reach out to CASPHILocalFunding@cdph.ca.gov.

Sincerely,



Susan Fanelli
Chief Deputy Director
California Department of Public Health

Acknowledgement of Allocation Letter

Instructions: Please check one statement below, sign, and return to CASPHILocalFunding@cdph.ca.gov

County of Kings acknowledges receipt of this Allocation letter and accepts the funds to be used as outlined under the Submission Requirements section. **County of Kings** understands that these funds cannot be delegated to another Agency.

County of Kings acknowledges receipt of this Allocation letter and does not accept the funds. **County of Kings** understands that CDPH will redistribute these funds.

Name of Local Health Jurisdiction designated signee(s): _____

Title/Role: _____

Signature of Local Health Jurisdiction designee(s): _____

Date: _____

Attachments

- Attachment 1: CASPHI Allocation Table - Final
- Attachment 2: CASPHI Work Plan and Reporting
- Attachment 3: CASPHI Spend Plan
- Attachment 4: Invoice
- Attachment 5: Certification Form

Board Approvals for Certain Financial Transactions

Board action is required to approve certain transfer of funds requests as follows:

- Appropriation of Revenues
- Appropriation of Fund Balance
- Transfer of Appropriations between Departments (same fund)
- Transfers from outside the department budget, including funds from contingencies.
- New appropriations not approved in the Final Budget Hearings, such as new fixed assets, new programs/grants or building projects.

Following the Board meeting, the document is signed by the Clerk of the Board and returned to the Auditor. A copy of the completed document will be returned to the departmental contact person by the Auditor.

Transfers Between Budget Units Within Same Department:

Such transfers may require Board authorization as well. These requests must be submitted to the CAO who will determine the required approvals.

Transfers Approved by the CAO:

Transfers from primary category to primary category, but still within the department budget require approval of the CAO. Example: Transfers from salaries to services and supplies or to fixed assets as approved by Board in final hearings.

Transfers Approved by the Auditor:

Transfers between line-item detail accounts within primary categories may be approved by the Auditor-Controller. Example: Transfers from social security to retirement; from telephone to utilities; from one approved fixed asset to another to cover small shortages.

Budget Appropriation and Transfer Form:

The attached form is to be used to effect all appropriations and transfers. On any action requiring Board of Supervisors approval the form **must accompany** the agenda item and must be approved by the CAO prior to submission to the Board of Supervisors.

Agenda items requesting appropriations or fund transfers will not be placed on the agenda if the form is not included with the Board letter.

Special Instructions:

Copies of this form will be E-mailed to all departments and can be saved in whatever file directory your department uses for forms. The attached form is a word table and is not a "protected document", consequently you may add or delete rows as needed. It is acceptable to have a multi-page document provided the signature approval portion of the report is retained on the form.

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

Auditor Use Only
Date
J/E No.
Page of

(A) New Appropriation

Expenditures:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Health-Communicable Disease Clinic	Special Departmental	100000	411300/401400	92063	\$152,943
TOTAL						\$152,943

Funding Sources:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Health-Communicable Disease Clinic	Transfer In	100000	411300/401400	89000	\$15.943
TOTAL						\$152,943

(B) Budget Transfer:

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

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

Explanation:

The recommended action will increase Fiscal Year 2022-2023 Revenue Transfer in account by \$152,943 and will increase Special Departmental account 92063 by \$152,943 in budget unit 411300. The remaining annual allocations will be included in their respective years adopted budget.

Auditor Approval _____

Rose Mary Rahn

Department Head 990E4008E21399DDE7E1F7CE2152D177 readysign

CAO Approval _____



Board Approval _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM March 7, 2023

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera

SUBJECT: KETTLEMAN CITY PEDESTRIAN BRIDGE PROJECT

SUMMARY:

Overview:

The Public Works Department is recommending Mark Thomas & Company, Inc., through the Request for Proposal (RFP) process to prepare the Plans, Specifications, & Estimate (PS&E) package for the subject project. Mark Thomas & Company, Inc., was the only consultant which submitted a proposal to prepare a PS&E package, right-of-way acquisition and environmental clearance. The proposal was evaluated by Public Works Department and considered acceptable based on the consultant’s experience with similar projects and understanding of the work to be performed.

Recommendation:

Authorize the Public Works Director to sign the Consultant Services Agreement with Mark Thomas & Company, Inc., to prepare Plans, Specifications, and Estimate package for the Kettleman City Pedestrian Bridge Project.

Fiscal Impact:

This project will not impact the General Fund as the design will be fully funded through Senate Bill (SB) 170 funds. Funds secured through SB 170 are \$2 million which will cover the design and right-of-way acquisitions with remainder funds to be used for the right-of-way purchases and construction. Funds for the project are shown in Budget Unit 700000. The total Consultant contract fee is \$1,217,768 of which \$1,148,426 are fees for PS&E, right-of-way acquisition services, environmental clearance and \$69,342 are for optional tasks.

BACKGROUND:

To receive a Federal Earmark, entities had to submit funding requests to individual Congressional offices during the January 2021 – March 2021 timeframe. Each congressional office had its own unique process and strategy for soliciting, approving, and submitting the Congressional Member’s “wish list” of projects. This was a competitive process and Congressional offices received hundreds of requests. The County submitted four congressional Federal Earmarks on the behalf of Kings County; none of those requests were selected. The

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2023.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

KETTLEMAN CITY PEDESTRIAN BRIDGE PROJECT

March 7, 2023

Page 2 of 2

pedestrian bridge project was submitted to all our members (Rep. Valadao/Sen. Padilla/Sen. Feinstein). Senator Padilla was the only one to submit the project to the Appropriations Committee, but the committee did not include funding for the project in its Transportation-HUD spending bill. The Appropriations committee had placed a heavy emphasis on “shovel ready” projects, especially those that were already included in a State Transportation Improvement Program (STIP) or Transportation Improvement Program (TIP).

The Kettleman City residential district is bisected by SR41, the primary north-south corridor providing valley residents with access to the central coast. Pedestrians attempting to cross the state highway at this location face high traffic volumes which make passage on foot difficult. This condition poses a challenge for many of Kettleman City’s residents as the elementary school, post office, community center, park, many businesses (including gas and food), and the Community Center are all located west of SR41. A safe method of passage to traverse SR41 for residents living east and west of the corridor has been the community’s request for several years.

Through the efforts of Kings County Supervisor Richard Valle and then California State Representative Rudy Salas, the project was submitted through the State Budget request and funds were allocated for this project in the adopted Fiscal Year 2021/2022 California State Budget. On June 21, 2022, the board approved the Funds Transfer agreement with the California Department of Transportation and Kings County to accept \$2.0 million in Senate Bill 170 funds for the proposed State Route 41 pedestrian crossing facility in Kettleman City. Public Works department issued a request for proposals for interested design firms. On September 30, 2022, only one proposal was submitted to the department by Mark Thomas & Company, Inc.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2023, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Mark Thomas & Company, Inc., a California Corporation (hereinafter “Consultant”).

RECITALS

WHEREAS, County issued RFP No. 2023-06 requesting proposals for consulting services to prepare Plans, Specifications, and Estimate (PS&E) package for the Kettleman City Pedestrian Bridge project. These consulting services are to include utility coordination services, environmental clearance, right of way acquisition services and final engineering PS&E performed to the satisfaction of the County and the State of California (“State”);

WHEREAS, Consultant successfully responded to the RFP indicating in its response that it possesses the professional qualifications, relevant experience, and demonstrated competence to provide these consulting services; and

WHEREAS, Consultant is ready, willing, and able to perform these consulting services to the satisfaction of the County and State.

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONSULTANT

Consultant possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Consultant 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 Consultant’s work does not constitute a release of Consultant from its professional responsibility.

Consultant 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.

By submitting final documents for approval by County, Consultant represents that said documents are accurate. Consultant will be responsible to the County for the professional quality, adequacy, and completeness of the services, studies, and reports provided, and represents that such services, studies and reports will be suitable for the intended purposes.

Consultant will perform the services provided in this Agreement in a manner consistent with the professional skill and care ordinarily exercised by the expert members of the engineering profession practicing in the State of California under similar conditions.

Where applicable and in accordance with California law, the responsible Consultant or its engineer shall sign and seal reports, plans, specifications, estimates and engineering data furnished by him/her.

Final plans shall be provided to the County in hardcopy and in electronic format using AutoCAD version 2016 or later. Final report shall be provided in hardcopy and in electronic format using Microsoft Word and or Excel. Other electronic files shall be in electronic format using industry standard software.

All work performed and billed to County by Consultant shall be grant eligible in accordance with the Per Capita funding requirements, unless otherwise directed by County in writing.

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

3. COMPENSATION

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

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.

Upon submission of an invoice by Consultant, and upon approval of the County's representative, the County shall pay Consultant the undisputed amount of the invoice monthly in arrears, up to the maximum amount provided for in this Section 3. Any disputed amount shall be paid as soon as reasonably possible after such dispute is resolved. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms. Time is of the essence in this Agreement. Consultant shall not commence performance of work or services until this Agreement has been fully executed by both parties and the County has issued a Notice to Proceed. The services as set forth in **Exhibit A** will commence within five (5) days of Consultant's receipt of County's written Notice to Proceed. The Schedule of Work is detailed in **Exhibit A**.

5. RECORDS AND INSPECTIONS.

Consultant shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. The County (or any other public agency that may be providing funding for the work) 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 the County or other public agency. 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 the Consultant and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

7. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, 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 this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of thirty (30) days to cure the breach. If the breach is not remedied within that thirty (30) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

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

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

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

8. INSURANCE

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

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

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

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

4. Professional Liability. One Million Dollars (\$1,000,000) limit per

occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering the Consultant's wrongful acts, errors and omissions.

County will accept a claims made policy under the following circumstances: any retroactive date must be shown and must be dated before the commencement of this Agreement, the policy must be kept in full force and effect or Consultant may provide tail coverage or extended reporting coverage with a retroactive dates to cover any time gap for five (5) years after the termination of this Agreement or any extension of this Agreement.

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

C. Each of the above required policies shall be endorsed to provide 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 Consultant to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services: When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant 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 Consultant is responsible for such damages, liabilities, and costs on a comparative basis of fault between Consultant and the County in the performance of professional services under this Agreement. Consultant 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, Consultant 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 Consultant or by any individual or entity for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subconsultants of Consultant.

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 by reason of this Agreement.

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

Consultant 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.*

Consultant understands and agrees that the work performed under this Agreement shall be subject to prevailing wage as set forth in the California Labor Code, to the extent of any site inspection, surveying, or other preconstruction activities performed at the project site. Consultant further understands and agrees that it shall bear sole responsibility for ensuring the enforcement thereof including registering with and submitting certified payrolls to the Department of Industrial Relations for compliance monitoring pursuant to Labor Code section 1725.5, ensuring that any subconsultants comply with prevailing wage requirements, as set forth in Labor Code section 1774, and complying with all associated rules and regulations of the Department of Industrial Relations or other state agency implementing Labor Code section 1774.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

Consultant warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Consultant shall employ or retain no such person while rendering services under this Agreement. Services rendered by Consultant's associates or

employees shall not relieve Consultant from personal responsibility under this clause. Consultant has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Consultant 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, or any other protected basis.

Further, Consultant 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

Consultant shall include the following provisions in any and all agreements between Consultant and any subconsultants: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, Section 12 Confidentiality, Section 13 Conflict of Interest, Section, and 14 Nondiscrimination.

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

Ownership of any computations, plans, correspondence or other pertinent data and

information gathered by or computed by Consultant prior to termination of this Agreement shall transfer to the County upon request or upon delivery. The County's reuse of any such materials on any project other than the project for which they were originally intended shall be at the County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

19. NOTICE

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

County

County of Kings
Department of Public Works
Mitchel Cabrera, P.E., Chief Engineer
1400 West Lacey Blvd., Building 6
Hanford, CA 93230

Consultant

Mark Thomas & Company, Inc.
Ed Noriega, PE, Division Manager
7571 N. Remington Ave, Suite 102
Fresno, CA 93711

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) e-mail, it is effective as of the date it was sent, with read receipt acknowledgment; e) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

20. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement. The parties further agree this Agreement was entered into and will be performed in Kings County, thereby rendering Kings County as the appropriate venue for any action or proceeding in law or equity that may be brought in connection with this Agreement. Consultant hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

21. SEVERABILITY

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

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5

Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES.

Unless otherwise specifically stated within this Agreement, the County and Consultant 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. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

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

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

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

This Agreement may be signed electronically. An original, executed, Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

25. AUTHORITY

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


**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW**

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

COUNTY OF KINGS

Mark Thomas & Company, Inc.

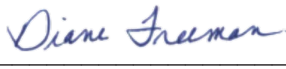
By: _____
Dominic Tyburski, PE
Director of Public Works

By:  _____
R. Matt Brogan
Principal/Vice President

Approved and Endorsements Received:

APPROVED AS TO FORM:
County Counsel

By:  12/21/22
Sarah Poots, Risk Manager

By:  _____
Diane Freeman

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Compensation/Fees

SCOPE OF WORK

TASK 1. DESIGN AND PROJECT DEVELOPMENT TASKS

Task 1.1. Project Management/Coordination

The Project will involve regular monthly meeting to keep the project “on-track”. This work includes preparation of meeting agenda in consultation with the County’s Project Manager, distribution of approved meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including recap of actions to be taken prior to the next meeting. This scope assumes two public outreach meetings with the following topics: (1) Overall proposed improvements, aesthetics, right-of-way impacts and acquisitions, cost and schedule; and (2) Review of proposed improvements, access around construction activities, construction dates and duration, cost and schedule.

Task 1.1.1. Project Development Team (PDT) Meetings

This task will include up to a total of 18 PDT meetings and 6 focus meetings. Focus meetings will include a kick-off meeting, alternative screening meeting, and constructability focus meetings after each PS&E submittal. It is assumed that 3 of the focus meetings will be held in person.

Task 1.1.2. Mark Thomas Team Management/Coordination

This task will include ongoing general project coordination with subconsultants and Mark Thomas internal staff. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project.

Task 1.1.3. Coordination with Caltrans

This task will include ongoing agency coordination with Caltrans. This task will include preparing memos, letters, e-mail, and phone calls necessary to coordinate the project. This scope assumes a total of four (4) meetings with Caltrans. Mark Thomas will prepare the Design Engineering Evaluation Report (DEER) application for submittal to Caltrans. The application will include the required attachments including a vicinity map, Final Plans, TMP Checklist, Right of Way Data Sheet, Stormwater Data Report, PSA Report, DSDD, and City environmental document. The DEER will serve as project approval and Caltrans will issue an Encroachment Permit for construction. This scope of work does not include a detailed traffic analysis for the project.

Design Information Bulletin 78 design checklist / Design Standard Decision Document

A Design Information Bulletin 78 design checklist will be completed during 30% design. The checklist documents conformance with applicable design standards. One nonstandard feature will likely be proposed for bikeway stopping sight distance. This is a common nonstandard feature on pedestrian overcrossing due to the ramp geometry. We anticipate one (1) review by Caltrans District 6 and a final review/ approval by Caltrans Headquarters Project Delivery Coordinator because both underlined and bold design exceptions may be required. Mark Thomas will prepare a draft Design Standard Decision Document (DSDD). The draft DSDD will be submitted to Caltrans for review and comment. Comments will be addressed and the final DSDD will be submitted for review and signatures. Caltrans for review and comment. Comments will be addressed and the final DSDD will be submitted for review and signatures.

Traffic Management Plan

Consistent with Caltrans standards, Mark Thomas will prepare a Traffic Management Plan (TMP) checklist and for inclusion in the contract specifications. This will include a review of traffic control restrictions, recommendations for anticipated lane closures, construction staging/traffic requirements, COZEEP requirements, and a review of construction strategies. The TMP will be submitted to Caltrans for approval and concurrence.

Right of Way Data Sheet

If the project impacts private properties or requires utility relocations, Mark Thomas will prepare the ROW Data Sheet for the project. The Right of Way Data Sheet will be included in the DEER application.

Stormwater Data Report

Mark Thomas will prepare a Storm Water Data Report in accordance with Caltrans procedures. The Stormwater Data Report will be included in the DEER application. This scope includes responses by Mark Thomas to one (1) round of comments from Caltrans.

Task 1.1.4. Progress Reports/Budgets

Mark Thomas will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task. Accompanying the spreadsheet will be a brief written summary. This scope includes a total of 24 monthly progress reports.

Task 1.1.5. Public Outreach

Providing notice of hearings and public meetings relating to the project is not within this scope. The County will make arrangements with Kettleman City Elementary School or coordinate any other meeting location. Mark Thomas will work closely in providing materials to share for the meeting.

Task 1.1.5.1. Outreach materials

Mark Thomas will develop an informational project information flier and will provide it to the County for distribution to the community. For the two (2) public meetings contemplated by this Agreement, Mark Thomas will prepare exhibits to be presented at an open house style public outreach meeting.

Task 1.1.5.2. Public Meeting Facilitation (2 Meetings)

Mark Thomas will staff the meetings to ensure proper room setup and provided light snacks and refreshments. Mark Thomas will facilitate the meetings to encourage the public to provide feedback on the proposed improvements.

Task 1.1.5.3. Public Meeting Report

Mark Thomas will prepare a summary report for each meeting that documents the outreach efforts; recaps meeting questions and responses; and included project graphics. Mark Thomas will have a Spanish language interpreter available at the meetings.

Task 1.1.6. Quality Assurance/Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists,

and methods of project documentation. Mark Thomas will use their QA/QC manual as a guide to ensure the highest engineering quality possible.

TASK 1.1 DELIVERABLES

- Agenda and Minutes for each Project Development Team (PDT) meeting
- Monthly Project Summary
- Project Schedule
- Public Meeting Flier (up to two meetings)
- Public Meeting Report (up two meetings)

Task 1.2. Surveys/Mapping

Task 1.2.1. Topographic Base Mapping

Mark Thomas will perform a field survey to establish control to facilitate topographic surveys of the site. Inter-visible local project horizontal control (NAD83) and vertical control (NAVD88) will be established within each segment based on existing monument networks and benchmarks. Control point coordinates, basis of bearings and coordinates, and benchmark notes will be provided to show on final plans.

Mark Thomas field crews will also set chevrons (similar to flight crosses) to support collection of UAS aerial photos and Mobile Terrestrial Lidar Scan (MTLS) data of the project area. MTLS technology allows mass collection of design level topography from a vehicle moving with traffic. This technology also allows a reduction in survey crew exposure to motor vehicles, thus increasing safety. Supplemental surveys will be conducted to collect occluded data not collected by the MTLS; surface visible utilities; and inverts of wet utility DIs and manholes. Supplemental field surveys (boots on the ground) is limited to five (5) days in the field.

The UAS color photos will be compiled into a color digital orthophoto of the project area. From the MTLS and supplemental surveys, break lines and point features will be extracted and then compiled into an AutoCAD 2022 drawing with DTM. Topography will be shown at 50 scale with 1 foot contour interval. As this will be a reference for design, it is assumed no sheets will be produced.

Task 1.2.2. Right-of-Way Delineation

Mark Thomas will perform a field survey to locate necessary monumentation to establish the Right of Way lines of Hwy 41. Monument ties to other maps other than those publicly available are not included within this scope. Once the locations of the Right of Way lines are established based on the field evidence collected, Mark Thomas will plot this boundary in a CAD file that will serve as the basis for design. This Boundary Survey scope is limited to two (2) days of fieldwork.

Task 1.2.3. Parcel Delineation

Once acquisitions are identified, the County will provide Preliminary Title Reports (PTRs) for up to four (4) acquisition parcels. Mark Thomas will find related monuments for the parcels and delineated the property lines and record easements disclosed by the PTRs impacted by acquisition. The right-of-way and parcels will be shown on a Record of Survey (ROS) along with found monuments that may be damaged or destroyed during construction. This ROS, consisting of up to four (4) sheets will be filed with the County.

Task 1.2.4. Acquisition Support

Up to four (4) appraisal exhibits on 11x17 paper at a suitable scale will be produced showing the proposed acquisitions, aerial photo, property lines and right-of-way lines. Once negotiations have advanced, Mark Thomas will prepare up to

four (4) Plats and descriptions for permanent acquisitions and four (4) for temporary acquisition across up to four (4) parcels. This scope of work excludes the creation of Caltrans Appraisal & Record Maps.

TASK 1.2 DELIVERABLES

- Topographic survey in AutoCAD 2022
- Record of Survey (4 sheets) recorded at County
- 4 appraisal exhibits in pdf format
- Eight (8) plats and descriptions in pdf format

Task 1.3. Field investigations/Geotechnical Research

Task 1.3.1. Pre-field Exploration Activities

Kleinfelder Inc., a subconsultant to Mark Thomas, will obtain an encroachment permit through Caltrans and Kings County, as needed, prior to commencing the drilling. Fees associated with the encroachment permit with Kings County will be waived. Additionally, traffic control services including the provision of a traffic control plan will be retained by Kleinfelder to perform the investigation. Kleinfelder will mark the site with white paint and notify Underground Service Alert (USA) of the planned field exploration program approximately 72 hours in advance of drilling the proposed borings. In addition, Kleinfelder will retain the services of a California licensed drilling subcontractor to perform the exploratory borings utilizing hollow stem auger. Mark Thomas' agreement with Kleinfelder, and Kleinfelder's agreement with its subcontractor shall require payment of prevailing wages for sitework.

Task 1.3.2. Field Exploration

Kleinfelder proposes to explore the subsurface conditions at the site by performing a total of four (4) exploratory borings (two [2] borings near each of the proposed support locations) to obtain subsurface data and samples for laboratory testing, evaluation, and analysis. Borings will be drilled to a depth of approximately 30 and 70 feet below ground surface. The borings will be advanced with a truck or track mounted drill rig capable of utilizing hollow stem auger techniques.

A representative from Kleinfelder will log of the test borings, soil sampling, and retain all material for laboratory testing purposes. Upon completion, the borings will be backfilled with soil cuttings and the borings patched with dyed concrete or the top 12 inches replaced with native soil, as appropriate.

Task 1.3.3. Laboratory Testing

Laboratory testing will be performed on the collected samples to evaluate certain physical properties that will be necessary to complete the engineering analysis. Based on the anticipated subsurface conditions at the site, it is anticipated the following laboratory tests will be performed:

- In-place Density and Moisture Content, ASTM D2937
- Sieve Analysis, ASTM D6913
- Atterberg Limits, ASTM D4328
- Direct Shear Strength, ASTM D3080
- Triaxial Compression, ASTM2580
- Consolidation, ASTM D2435
- Soluble sulfate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- pH and Minimum electrical resistivity, California Test Method No. 643
- Resistance Value, California Test Method No. 301

Task 1.3.4. Analysis and Report Preparation

After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, a draft Foundation Report will be prepared, followed by a final Foundation Report once all review comments have been received. The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report Preparation for Bridge Foundations (2021). The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak ground acceleration and ARS curve based on Caltrans Seismic Design Criteria 2.0.
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate.
- Recommended design and specified tip elevations for pile foundations under Service Limit, Strength Limit, and Extreme Event load, if appropriate.
- A Footing Data Table would be provided for spread footings. As needed, Pile Data Table would be provided for drilled or driven piles.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate.
- Recommended L-Pile parameters for use in design analysis by Mark Thomas of laterally loaded piles, if appropriate. Kleinfelder is able to perform the analysis of laterally loaded piles for an additional fee.
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Recommended HMA structural section based on furnished TI.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

TASK 1.3 DELIVERABLES

- Draft Geotechnical Design Report
- Final Geotechnical Design Report

Task 1.4. Drainage

Task 1.4.1. Roadway Drainage Memo

Mark Thomas will prepare a Drainage Memo to include existing conditions, drainage mapping and hydraulic analysis, and proposed modifications to existing drainage systems. The Drainage Memo will summarize the analysis, findings, and recommendations. A total of three submittals to the County with responses to comments are included in this scope.

TASK 1.4 DELIVERABLES

- Drainage Memo
- Drainage Area Map and Calculations

Task 1.5. Utility Coordination

Task 1.5.1. Utility Identification/Mapping

Mark Thomas will prepare and mail (on County letterhead) "A", "B", and "C" Utility Letters. Mark Thomas will map the existing utilities based on as-builts plans, utility maps, field observations, and topographic surveys of aboveground utilities.

Task 1.5.2. Utility Coordination

Mark Thomas will continuously coordinate with utility companies as necessary to ensure proper identification. If conflicting utilities are identified, Mark Thomas will coordinate with the utility companies to relocate their facilities and make sure relocation requirements (extent, appropriate clearances, timing, Rights of Way, working space, etc.) are obtained. Preparation of utility relocation plans is not within the scope of this Agreement. Mark Thomas will prepare any required utility agreements if funds are exchanged, or the County is liable for any portion of the relocations. Mark Thomas will complete the Utility Certification portion of the Right of Way Data Sheet for inclusion in the Caltrans DEER.

Task 1.5.3. Utility Meeting (5 Total)

Once the schematic design is complete, Mark Thomas will facilitate utility meetings with the utility companies and the County to discuss project impacts. At the meetings, the County shall endeavor in good faith to reach a consensus with the utility companies regarding various items affected by the work including clearance requirements over underground utilities. Failure to do so may require amendments to this scope.

Task 1.5.4. Potholing

Underground utilities in conflict with the design for bridge structure will be potholed to identify location, depth, material type, and number of affected conduits. The impacts to these utilities will be determined and project plans will be sent to the utility companies identifying any relocation required. Potholing will be conducted according to Caltrans' Policy on High and Low Risk Underground Facilities Within Highway Rights of Way. Mark Thomas will retain a vacuum pothole company to positively identify the depths, material type, and size of the known critical utilities. Such company shall agree to pay prevailing wages for sitework. Up to five (5) potholes at no more than \$1,000 per pothole are within the scope of this Agreement.

TASK 1.5 DELIVERABLES

- Utility A, B, and C Letters for County Signature

Task 1.6. Right of Way Acquisition Services

Task 1.6.1. Fee Appraisal

- Monument ROW, a subconsultant to Mark Thomas, will retain Hopper & Company to complete the appraisals required for ROW acquisition for the project. The appraisal will be prepared by individuals licensed with the State of California, Office of Real Estate Appraisers, as a Certified General Real Estate Appraiser. The appraisers shall have the requisite qualifications and experience necessary to complete appraisals in a competent and professional manner, in accordance to applicable laws and policies. Mark Thomas' subcontract with Monument ROW and Monument ROW's subcontract with Hopper & Company shall specify that prevailing wages shall be paid for all sitework.
- Mark Thomas through its subconsultant Monument ROW will prepare the Notice of Decision to Appraiser letter for each property, advising the property owner of the proposed project, introducing the appraiser, enclosing an Acquisition Brochure describing the County's acquisition process, and contract information to answer questions and concerns.
- The appraiser shall prepare an appraisal report that includes the analysis, opinions, and conclusions of

the appraiser.

- The appraisal report will comply with laws that are applicable to the specific appraisal assignment and the Uniform Standards of Professional Appraisal Practice (USPAP).
- Mark Thomas through its subconsultant Monument ROW will afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property.
- The appraiser shall perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and the Scope of Work should address:
 - The extent of the inspection and description of the neighborhood and proposed project area,
 - The extent of the subject property inspection, including interior and exterior areas,
 - The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property).
- The appraisal report shall identify the highest and best use. If highest and best use is in question or different from the existing use, the report shall provide an appropriate analysis identifying the market-based highest and best use.
- The appraiser shall present and analyze relevant market information to [whom], or in which document?
- In developing and reporting the appraisal, the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project.

Task 1.6.2. Appraisal Review

Review appraisals will be provided for each appraisal by Mark Thomas through its subconsultant Monument ROW, and in accordance with State and Federal law and County policy as required. The review appraiser will, as appropriate:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the following:
 - Subject of the appraisal review assignment.
 - Effective date of the review.
 - Property and ownership interest appraised (if any) in the work under review.
 - Date of the work under review and the effective date of the opinion or conclusion in the work under review.
 - Appraiser(s) who completed the work under review unless the identity was withheld.
- Identify the scope of work to be performed.
- Develop an opinion as to the completeness of the material under review, given the scope of work applicable in the assignment.
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the scope of work applicable in the assignment.
- Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Review appraisals will be forwarded to the County for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project

Task 1.6.3. Acquisition and Negotiations

Mark Thomas through its subconsultant Monument ROW will provide ROW delivery services required for the County to purchase ROW required to construct the Project. The tasks will be performed in accordance with applicable Federal, State and local regulations. Mark Thomas acknowledges the County will be using Federal funds for the proposed projects, and will follow Caltrans/Federal Policies and Procedures and County's ROW

Policies and Procedures.

Monument will provide the following services under the direction of the County staff:

- Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with Caltrans and the County's Policies and Procedures and applicable Federal, State and local regulations.
- Coordinate and manage the acquisition process with the County, legal counsel, design team, property owners, and tenants along with the title company, appraisers and other consultants to insure effective cross-discipline communications.
- Review ROW plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of the County's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Monument's acquisition agent will meet personally with each property owner to present the County's purchase offer, explain the project design requirement and inform him or her of the County's ROW acquisition process.
- Negotiate personally in good faith for up to 60 days with each property owner, his/her agent or representative and discuss appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the County's specifications.
- ~~As-~~ Secure Right of Entry Agreements; licenses or permits from property owners for purposes of performing hazardous waste, archeological and other inspections.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the County for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepared and submit a Letter of Recommendation to the City for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Escrow Coordination - Coordinate opening of escrows with direction from the project manager, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. Mark Thomas, through is subconsultant Monument, will serve as liaison between the title company, escrow holder, and the County and, upon closing of escrow, will prepare tax cancelation letters for County signature, as necessary, for fee interest acquisitions.

Task 1.6.4. Right-of-Way Certification

Monument will prepare and submit to Caltrans, and FHWA, if necessary, a right-of-way certification form and other required documents in accordance with the Caltrans Right of Way Manual and FHWA requirements.

- Compile property acquisition documents and supporting maps and/or plans to support right-of-way certification form.
- If necessary, coordinate with relevant parties to compile utility back-up documents to support the right-of-way certification form review.
- Correspond with Caltrans to facilitate timely review and certification of acquired property rights for project construction.

- Hold weekly, bi-weekly or monthly meetings with project team to ensure certification is in compliance with project schedule.

TASK 1.6 DELIVERABLES

- Appraisals
- Certification of review of appraisal reports
- Acquisition of each ownership

Task 1.7. Traffic/Signing and Striping

Mark Thomas will prepare traffic/signing and striping showing the final roadway traffic/signing and striping layout for the project. These plans will include the permanent pavement delineation for the corridor and its intersecting streets.

Mark Thomas will prepare a traffic and pedestrian detour and staging concept plan showing where traffic will be maintained. Access during construction to properties will be provided and shown on the plans.

TASK 1.7 DELIVERABLES

- Conceptual Detour Plan or Staging Concept

Task 1.8. Environmental Permitting

Task 1.8.1. Prepare CEQA Administrative Draft

FirstCarbon Solutions (FCS) will prepare an Administrative Draft Categorical Exemption Environmental Analysis Memorandum explaining applicability of qualitative technical analyses for the proposed project to qualify for a Categorical Exemption (CE) under CEQA Guidelines Section 15301 (Existing Facilities). FCS will provide a qualitative analysis for each environmental topic required pursuant to this exemption. The Memorandum will include an analysis of the exceptions to the application of a categorical exemption stated in CEQA Guidelines Section 15300.2. This will require preliminary site survey and analysis for biological and cultural resources. If the preliminary analysis identifies the need for any additional technical studies, then FCS will provide a revised scope of services to prepare the technical studies required to support this CEQA documentation. The memorandum will include a conclusion section documenting whether the proposed project would qualify for exemption pursuant to its consistency with each criterion. The memorandum will incorporate, as appropriate, the findings of any technical analysis determined to be required under Task 4 below. Mark Thomas's subcontract with FCS will require payment of prevailing wages for sitework.

TASK 1.8.1 DELIVERABLES

- Electronic version (via email or Dropbox link) of the Administrative Draft Categorical Exemption Environmental Analysis Memorandum in PDF and Word formats.

Task 1.8.2. Prepare CEQA Final Categorical Exemption Memorandum

Following receipt of one set of consolidated comments (vetted comments with tracked changes in the Word document) on the Administrative Draft Categorical Exemption Environmental Analysis Memorandum from County staff, FCS will make revisions as directed by County staff. One (1) round of comments is included within this scope. Should hours spent on this task exceed the cost identified herein, FCS shall coordinate with County staff regarding the need for additional funds to ensure implementation of all comments. FCS will revise the memorandum and provide a Final Categorical Exemption Environmental Analysis Memorandum to County staff.

TASK 1.8.2 DELIVERABLES

- Electronic version (via email or Dropbox link) of the Final Categorical Exemption Environmental Analysis Memorandum in PDF and Word formats.

Task 1.8.3. Prepare a Preliminary Environmental Study

FCS will complete a preliminary environmental study (PES) form pursuant to the Caltrans Local Assistance Procedure Manual (LAPM). The PES will be provided to the County for review and submittal to Caltrans District 6 Office of Local Assistance. The information in the PES form will be based on preliminary research prepared for the project and publicly available databases and sources. Exhibits will be prepared to support the information presented in the PES.

TASK 1.8.3 DELIVERABLES

- Electronic version (via email or Dropbox link) of the draft Preliminary Environmental Study in PDF format.

Task 1.8.4. Confirm Level of NEPA Documentation Required

Once the County submits the PES form to Caltrans, FCS will coordinate with the assigned planner to set a date for a field review meeting. As part of the field review meeting, Caltrans will identify any additional technical studies that may be required to complete NEPA processing. Possible additional technical analysis may include but is not limited to additional field surveys to confirm absence of cultural or biological resources, completion of an air quality conformity determination, or additional noise analysis. If Caltrans identifies the need for any additional studies, then FCS will provide a revised scope of services to prepare the technical studies requested by Caltrans to support NEPA documentation.

Only Caltrans' preparation and issuance of a NEPA Categorical Exemption, based on the final PES and supporting technical studies is included within this scope.

TASK 1.8.4 DELIVERABLES

Electronic version (via email or Dropbox link) of the final Preliminary Environmental Study in PDF format.

Task 1.8.5. Initial Site Assessment

Kleinfelder will perform an Initial Site Assessment (ISA) of the Subject Property located at the proposed bridge location. The following sections describe our understanding of the proposed project, scope of work, fee, and schedule.

The ISA will be performed in general accordance with:

- The American Society of Testing and Materials (ASTM) "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (Standard E-1527-21).
- Caltrans "Preparation Guidelines for Initial Site Assessment (ISA) Checklist for Hazardous Waste".

The purpose of the ISA is to provide Kings County and Mark Thomas & Company, Inc. with knowledge of potential or known hazardous wastes, materials, and/or contamination, within or adjacent to the project corridor, that may impact project design, decisions, and provide information on preexisting environmental conditions. Tasks included in the assessment are the Project Screening and ISA Determination.

Task 1.8.6. Aerially Deposited Lead Study

Kleinfelder will provide environmental consulting services for the assessment of aerially deposited lead (ADL) survey for a proposed Pedestrian Bridge in Kettleman City, CA. The subject Project will be located along the southern shoulder of

General Petroleum Avenue and cross State Route Highway 41. The ADL study will be conducted along the proposed Project alignment to investigate the potential for ADL in exposed and covered soils that may be disturbed as part of the Project. Unless this scope of work is revised accordingly, the 2016 "Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils" (ADL Agreement) between Caltrans and the California Department of Toxic Substances Control (DTSC) will be used for the Project. Mark Thomas through his subconsultant Kleinfelder will address one (1) round of Caltrans review of the ADL survey and associated documentation.

Task 1.9. Final Design – Plans, Specifications, and Estimates (PS&E)

Task 1.9.1. Initial Alternative Screening

Mark Thomas will develop three (3) alternatives to be presented to the County and community for review and feedback.

Task 1.9.2. Type Selection

Mark Thomas will prepare a Structure Type Selection Report to assist the County in determining the best suited structure type for the project. The Type Selection Report will discuss geotechnical, seismic, constructability, aesthetic, utility, and drainage issues related to the structure. Two different alternatives will be considered in the report, which will include a General Plan, Foundation Plan, and General Plan Estimate for each structure alternative. The Type Section Report will be presented to the County and then to Caltrans at a Type Selection Review Meeting that will be held remotely. Mark Thomas will present the project, preliminary seismic design criteria, preliminary foundation recommendations and recommended structure types to Caltrans engineers for review and comment.

Task 1.9.3. Final Design (Overall Project)

Mark Thomas will prepare final design level plans for the overall project.

Task 1.9.3.1. 30% Submittal (Geometric Approval Drawings)

The 30% Plan Submittal will be prepared for the preferred alternative and will serve as the Geometric Approval Drawings and will be strip map drawings used to show the project area with enough detail for the County to give the authorization for Mark Thomas to begin the construction drawings. The plans will show lane and shoulder widths, pedestrian overcrossing cross section, curb ramps and driveway locations, and crosswalks and corridor striping. The 30% Plan Submittal will be to 1 inch = 40 feet scale.

The 30% design submittal will show the initial design concept and how major components of the project will be addressed to facilitate County approval of the roadway and drainage design. This submittal will show proposed curb, gutter, sidewalk, detention basin locations, and roadway improvements.

a. Preliminary Construction Cost Estimate (Overall Project)

Mark Thomas will prepare a preliminary construction cost estimate for all the improvements and submit with the 30% submittal. The estimates will be comprised of unit prices placed on detailed quantity and check calculations. Construction costs for the estimates will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual.

Task 1.9.3.2. 60% Project Plans

This submittal represents a complete set of "unchecked" plans. Mark Thomas will prepare a complete set of construction plans in accordance with the County's standards. The content will represent a biddable

plan set that has not been subject to Mark Thomas' Quality Control checklist. This submittal will be of sufficient completeness (as reasonably determined by the County) to begin the right-of-way acquisition.

The structure design will be in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition with the California Amendments and Caltrans Seismic Design Criteria, Version 2.0. The latest updated versions of the Caltrans Bridge Design Manuals will be used.

Title Sheet	1 Sheet
General Notes / Typical Cross Sections	2 Sheets
Project Control	1 Sheet
Plan and Profile (1"=40' scale)	4 Sheets
Construction Details	15 Sheets
Utility Plan	4 Sheets
Drainage Plan	6 Sheets
Stage Construction and Detour	10 Sheets
Pavement Delineation and Sign Plan	4 Sheets
Electrical Plans	10 Sheets
<u>Bridge Plans</u>	<u>30 Sheets</u>
Subtotal Plans	77 Sheets

Task 1.9.3.3. 90% Project Plans

This submittal represents a complete PS&E package. Major design features have been reviewed; however, because of the review comments received at 60% submittals, there may be some plan details that will be submitted for the first time. From this point, all major "clean-up" revisions will occur. Plans are at the level ready for a detailed quality control check and ready for utility companies to begin relocation design ("B" Plans). Mark Thomas will perform a site review with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. Mark Thomas will perform, with a senior engineer, an in-house quality control check of the project.

Mark Thomas will perform an independent design check of the structure in conformance with Caltrans bridge design procedures. The independent check will be completed by an engineer who was not involved in the original design of the structure. Calculations will be performed to check the bridge layouts and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and plans updated.

Task 1.9.3.4. 100% Project Plans

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage. The plan package is to a point where the County project manager can verify that the previous comments were incorporated, and no internal County circulation is required.

Task 1.9.3.5. Special Provisions

Mark Thomas will prepare Special Provisions for this project. The Special Provisions will be a combination of Caltrans 2022 general provisions and the County's technical provisions. The Special Provisions will be submitted at 60%, 90%, and 100% plan reviews.

Task 1.9.3.6. Construction Cost Estimate

Mark Thomas will prepare a construction cost estimate and submit with each plan submittal. This estimate will be comprised of unit prices placed on detailed quantity and check calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual.

Task 1.9.3.7. General Cross Sections

Mark Thomas will use AutoCAD Civil 3D to develop general cross sections for the corridor and will be placed on a grid showing the existing ground, subgrade and finished surface. The cross sections will be developed at approximately 50-foot intervals.

TASK 1.9 DELIVERABLES

- Three (3) geometric alternative concepts
- Geometric Approval Drawings (30% submittal – Hard copy and PDF submittal)
- Preliminary Drainage Plans (30% submittal - hard copy and PDF submittal)
- Preliminary Construction Cost Estimate
- Project Plans (60%, 90%, 100% - 24x36 Hard copy and PDF Submittal)
- Special Provision (60%, 90%, 100% - Word and PDF)
- Construction Cost Estimate (60%, 90%, 100% - Excel and PDF)
- General Cross Sections (100%)
- Auto CAD (2022 Version)

Task 1.10. Project Schedule**Task 1.10.1. CPM Schedule/Progress Reports and Budgets**

At the project kick-off meeting, Mark Thomas shall distribute a master Critical Path Method schedule as a draft for review by the PDT. The draft CPM schedule will be updated, incorporating comments received from the PDT. The CPM schedule, including County, Caltrans, and other agency review periods, will be updated at all major milestones.

TASK 2. BIDDING AND CONSTRUCTION SUPPORT TASKS:**Task 2.1. Assistance During Construction Bidding****Task 2.1.1. Bidding Assistance**

Mark Thomas and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering questions from prospective bidders, assisting the County in the preparation of the addenda to the PS&E during advertisement period, and providing consultation and interpretation of the construction documents. An allowance has been provided for Bidding Assistance and will be charged on a time and material basis.

Task 2.2. Design Support During Construction**Task 2.2.1. Construction Support**

Mark Thomas and subconsultants will provide assistance, as required, to the County during construction of the project. The work may include responding to Request for Information (RFI), reviewing show drawings, attending construction

meetings, etc. An allowance has been provided for Construction Support and will be charged on a time and material basis.

Task 2.2.2. Record Drawings

Mark Thomas and subconsultants will provide Record Drawings to the County after construction is complete. These drawings will be based on red-lined as-builts provided by the County construction manager.

TASK 2.1. DELIVERABLES

- Final Record Drawing

TASK 3. OPTIONAL TASKS:

Task 3.1. Funding Assistance

Task 3.1.1. Funding Assistance

Mark Thomas will support the County efforts to secure additional funds. We will prepare a funding memo identifying funding sources and grant opportunities as a guide. We will prepare two (2) competitive grant applications including supportive exhibits, narratives, and benefit cost analysis. We will coordinate with KCAG, Caltrans, and CTC to enhance grant funding applications.


TASK 2.6 DELIVERABLES

- Grant Applications (up to 2 grant applications)

Task 3.2. Additional Scan Data

With the County's approval, Mark Thomas will drive the remaining roads within Kettleman City. This additional effort will provide mapping level data from which additional segments can be processed and extracted at an additional fee authorized at the time of need. Additionally, if the need for design level topo is identified at that future date, an additional fee to set survey control and extract survey level topo can be generated. This allows the County to have this information should the project limits expand, or additional data be necessary without remobilization of the mobile mapper. This fee does not include establishing the control network, leveling through the network, processing the raw data, creating LAS files, or extraction of the can data.

COST PROPOSAL FOR PROJECT SCOPE: Kings Co-Kettleman City Pedestrian Bridge

																					Subconsultants				TOTAL COST		
		Engineering Manager \$305	Sr. Technical Lead \$252	Project Manager \$182	Technical Lead \$204	Project Engineer \$157	Design Engineer II \$135	Design Engineer I \$110	Funding Manager \$273	Funding Specialist \$169	Sr. Technician \$138	Survey Manager \$211	Project Surveyor \$172	Sr. Surveyor \$147	Survey Technician \$94	Single Chief \$169	2 Person Field Crew \$318	Sr. Project Accountant \$176	Sr. Project Coordinator \$138	Sr. Graphic Designer \$141	Total Hours	Total MT Cost	First Carbon Solutions Non-DBE	JLB DBE		Kleinfelder Non-DBE	Monument ROW DBE
1.0	DESIGN AND PROJECT DEVELOPMENT TASKS																										
1.1	PROJECT MANAGEMENT/COORDINATION																										
1.1.1	Project Development Team (PDT) Meetings	20	20	20		10															70	\$16,125	-	-	11,927	-	\$28,052
1.1.2	Mark Thomas Team Management/Coordination	40	40	40														2	8		130	\$31,005	-	-	-	-	\$31,005
1.1.3	Caltrans Coordination	40	16	60		20															136	\$29,832	-	-	-	-	\$29,832
1.1.4	Progress Reports/Budgets			20		20												24	40		104	\$16,074	-	-	-	-	\$16,074
1.1.5	Public Outreach																					\$0					
1.1.5.1	Outreach Materials	16		16		40														40	112	\$18,828	-	-	-	-	\$18,828
1.1.5.2	Public Meeting Facilitation	10		10		10															30	\$6,217	-	-	-	-	\$6,217
1.1.5.3	Public Meeting Report	8		40		20															68	\$12,402	-	-	-	-	\$12,402
1.1.6	Quality Assurance/Quality Control	16	40	80																	136	\$29,485	-	-	-	-	\$29,485
	Subtotal Phase 1.1	150	116	286	0	0	120	0	0	0	0	0	0	0	0	0	26	48	40	786	\$159,968	\$0	\$0	\$11,927	\$0	\$171,895	
1.2	SURVEYS/MAPPING																										
1.2.1	Topographic Base Mapping										16	32	40	60	10	60		8			226	\$42,274	-	-	-	-	\$42,274
1.2.3	Right of Way Delineation										16	40	40			36		4			136	\$28,136	-	-	-	-	\$28,136
1.2.4	Parcel Delineation										16	40	60	40		24		4			184	\$31,020	-	-	-	-	\$31,020
1.2.5	Acquisition Support										8	32	40	40							120	\$16,832	-	-	-	-	\$16,832
	Subtotal Phase 1.2	0	0	0	0	0	0	0	0	0	56	144	180	140	10	120	0	16	0	666	\$118,262	\$0	\$0	\$0	\$0	\$118,262	
1.3	FIELD INVESTIGATIONS/GEOTECHNICAL RESEARCH																										
1.3.1	Pre-Field Exploration Activities																				0	\$0	-	-	2,000	-	\$2,000
1.3.2	Field Investigation																				0	\$0	-	-	8,000	-	\$8,000
1.3.3	Laboratory Testing																				0	\$0	-	-	8,500	-	\$8,500
1.3.4	Analysis & Report Preparation			8	20																28	\$5,532	-	-	7,400	-	\$12,932
	Subtotal Phase 1.3	0	0	8	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	\$5,532	\$0	\$0	\$25,900	\$0	\$31,432	
1.4	DRAINAGE																										
1.4.1	Roadway Drainage Memo	4		8		60															72	\$10,773	-	-	-	-	\$10,773
	Subtotal Phase 1.4	4	0	8	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	72	\$10,773	\$0	\$0	\$0	\$0	\$10,773	
1.5	UTILITY COORDINATION																										
1.5.1	Utility Identification/Mapping			8		40															48	\$6,852	-	-	-	-	\$6,852
1.5.2	Utility Coordination					40															40	\$5,400	-	-	-	-	\$5,400
1.5.3	Utility Meeting (5 total)	5		5		10															20	\$3,784	-	-	-	-	\$3,784
1.5.4	Potholing			10																	10	\$1,815	-	-	-	-	\$1,815
	Subtotal Phase 1.5	5	0	23	0	90	0	0	0	0	0	0	0	0	0	0	0	0	0	118	\$17,851	\$0	\$0	\$0	\$0	\$17,851	
1.6	RIGHT OF WAY ACQUISITION SERVICES																										
1.6.1	Fee Appraisal																				0	\$0	-	-	-	2,000	\$2,000
1.6.2	Appraisal Review																				0	\$0	-	-	-	2,000	\$2,000
1.6.3	Acquisition & Negotiation																				0	\$0	-	-	-	9,936	\$9,936
1.6.4	Right-of-Way Certification	4		16																	20	\$4,125	-	-	-	2,000	\$6,125
	Subtotal Phase 1.6	4	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	\$4,125	\$0	\$0	\$0	\$15,936	\$20,061	
1.7	TRAFFIC/SIGNING & STRIPING																										
1.7.1	Traffic Signing and Striping																				0	\$0	-	-	-	-	\$0
	Subtotal Phase 1.7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	
1.8	ENVIRONMENTAL PERMITTING																										
1.8.1	Prepare CEQA Administrative Draft	2		4																	6	\$1,336	10,433	-	-	-	\$11,770
1.8.2	Prepare CEQA Final Categorical Exemption	2		4																	6	\$1,336	1,920	-	-	-	\$3,256
1.8.3	Preliminary Preliminary Environmental Study	2		4																	6	\$1,336	10,150	-	-	-	\$11,486
1.8.4	Confirm Level of NEPA Documentation Required	2		4																	6	\$1,336	1,700	-	-	-	\$3,036
1.8.5	Initial Site Assessment	2		2																	4	\$973	1,800	-	11,000	10/21/2022	\$13,773

1.8.6	Aerially Deposited Lead Survey	2		2																4	\$973		-	10,000	-	\$10,973	
	Subtotal Phase 1.8	12	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	\$7,293	\$26,003	\$0	\$21,000	\$0	\$54,296	
	FINAL DESIGN - PLANS, SPECIFICATIONS & ESTIMATES (PS&E)																										
1.9	FINAL DESIGN - PLANS, SPECIFICATIONS & ESTIMATES (PS&E)																										
1.9.1	Initial Alternatives Screening	8		40			80													128	\$20,502	-	-	-	-	\$20,502	
1.9.2	Type Selection		24		120					100										244	\$44,328					\$44,328	
1.9.3	Final Design (Overall Project)																			0	\$0	-	-	-	-	\$0	
1.9.3.1	30% Submittal (TR) (Geometric Approval Drawings)	8		40			120	80												248	\$34,702	-	-	-	-	\$34,702	
1.9.3.2	30% Submittal (ST) (Geometric Approval Drawings)																			0	\$0	-	-	-	-	\$0	
1.9.3.3	60% Project Plans (TR)	8		60			160	140												368	\$50,333	-	12,304	-	-	\$62,636	
1.9.3.4	60% Project Plans (ST)		20		80	240				240										580	\$92,160	-	-	-	-	\$92,160	
1.9.3.5	90% Project Plans (TR)	8		40			120	80												248	\$34,702	-	6,000	-	-	\$40,702	
1.9.3.6	90% Project Plans (ST)		20		200	80				120										420	\$74,960	-	-	-	-	\$74,960	
1.9.3.7	100% Project Plans (TR)	4		40		80	80													204	\$31,841	-	2,000	-	-	\$33,841	
1.9.3.8	100% Project Plans (ST)		16		80	40				80										216	\$37,672	-	-	-	-	\$37,672	
1.9.3.9	Special Provisions (TR)	8		20			80													108	\$16,872	-	-	-	-	\$16,872	
1.9.3.10	Special Provisions (ST)		20		40															60	\$13,200	-	-	-	-	\$13,200	
1.9.3.11	Construction Cost Estimate	8		16		40	80	100												244	\$33,426	-	-	-	-	\$33,426	
1.9.3.12	General Cross Sections			16		80	80													176	\$26,264	-	-	-	-	\$26,264	
	Subtotal Phase 1.9	52	100	272	520	560	800	400	0	0	540	0	0	0	0	0	0	0	0	3244	\$510,963	\$0	\$20,304	\$0	\$0	\$531,267	
	PROJECT SCHEDULE																										
1.10.1	Prepare & Maintain Project Schedule	10		20																30	\$6,682	-	-	-	-	\$6,682	
	Subtotal Phase 1.10	10	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	\$6,682	\$0	\$0	\$0	\$0	\$6,682	
	BIDDING AND CONSTRUCTION SUPPORT TASKS																										
2.1	Assistance During Construction Bidding Process	8	8	20	20		60													116	\$20,268	-	-	-	-	\$20,268	
2.2	Design Support During Construction	8	8	20	60		60													156	\$28,428	-	-	-	-	\$28,428	
	Subtotal Phase 2	16	16	40	80	0	120	0	0	0	0	0	0	0	0	0	0	0	0	272	\$48,696	\$0	\$0	\$0	\$0	\$48,696	
	TOTAL HOURS	253	232	693	620	560	1190	400	0	0	540	56	144	180	140	10	120	26	64	40	5268						
	Anticipated Salary Increases																					\$40,724	\$326	\$456	\$3,574	\$729	\$45,808
	OTHER DIRECT COSTS																					\$30,550	\$2,500	\$234	\$32,418	\$25,700	\$91,402
	TOTAL COST	\$77,221	\$58,464	\$125,788	\$126,480	\$87,920	\$160,650	\$44,000	\$0	\$0	\$74,520	\$11,816	\$24,768	\$26,460	\$13,160	\$1,690	\$38,160	\$4,576	\$8,832	\$5,640		\$961,419	\$28,829	\$20,994	\$94,819	\$42,365	\$1,148,426
	OPTIONAL TASKS																										
3.1	Funding Assistance							55	135										80	270	\$49,110	-	-	-	-	\$49,110	
3.2	Additional Data Scan									24		36		40						100	\$20,232	-	-	-	-	\$20,232	
	Subtotal Optional Tasks	0	0	0	0	0	0	55	135	0	0	24	0	36	0	40	0	0	80	370	\$69,342	\$0	\$0	\$0	\$0	\$69,342	
	TOTAL HOURS - OPTIONAL	0	0	0	0	0	0	55	135	0	0	24	0	36	0	40	0	0	80	370							
	OTHER DIRECT COSTS - OPTIONAL																					\$0	\$0	\$0	\$0	\$0	
	TOTAL COST - OPTIONAL	\$0	\$0	\$0	\$0	\$0	\$0	\$15,015	\$22,815	\$0	\$0	\$4,128	\$0	\$3,384	\$0	\$12,720	\$0	\$0	\$11,280			\$69,342	\$0	\$0	\$0	\$0	\$69,342