

Board Members

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



Staff

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

Board of Supervisors

Regular Meeting Agenda

Date: Tuesday, October 19, 2021
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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

California Governor Gavin Newsom signed into Law AB 361 on September 16, 2021, relating to the convening of public agency meetings via teleconference in light of the COVID-19 pandemic. Under this authority, the Board of Supervisors will convene its public meetings via video and teleconference. Pursuant to AB 361, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person. The meeting can also be attended telephonically or by the Internet by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

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

https://youtu.be/_9x4RoTPCqg or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for 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. 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 – Chaplain Mark Curts – Adventist Health

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. EMPLOYEE RECOGNITION – Edward Hill/Sande Huddleston

Presentation to Francesca Lizaola, Risk Technician, from Administration for being selected as Outstanding Employee of the 1st Quarter, 2021.

IV. APPROVAL OF MINUTES

- A.** Report out of Closed Session from the regular meeting for October 12, 2021.
- B.** Approval of the minutes from the October 12, 2021 regular meeting.



V.

CONSENT CALENDAR

A. County Counsel:

1. Consider appointing Mike Sullivan and Carlo Wilcox to four-year terms as Trustees of the Tulare Lake Reclamation District No. 761 in lieu of election, with each to qualify, take office, and serve exactly as if elected at a general district election.

B. Human Services Agency:

1.
 - a. Consider approving the Agreement with the California Department of Social Services for the provision of legal services for the Resource Family Approval program, retroactively effective from July 1, 2021, to June 30, 2024; and
 - b. Authorize the Human Services Agency Director to sign the Agreement.
2. Consider approving the Agreement with Reading and Beyond for employment and training program services, retroactively effective from October 1, 2021 to September 30, 2024.
3. Consider approving the Agreement with the University of California, Davis for the purpose of Eligibility Services, Supportive Services, Employment Services, Adult Protective Services, and Child Welfare Worker trainings.

C. Kings County Library:

1.
 - a. Consider approving the Agreement with Farber Specialty Vehicles, Incorporated to purchase a vehicle for the mobile library unit; and
 - b. Adopt the budget change. **(4/5 vote required)**
1. Consider adopting a Resolution proclaiming October 17-23, 2021 as Friends of Libraries week in Kings County.

D. Public Health:

1. Consider authorizing the Chairman to sign the Fiscal Year 2021-2022 Maternal, Child and Adolescent Health Agreement Funding Application for programs serving low-income mothers and children.

E. Administration:

1.
 - a. Consider authorizing the use of American Rescue Plan Act funding to pay for the \$500 lump-sum payments previously authorized for all permanent County employees, including elected officials and the Board of Supervisors; and
 - b. Adopt the budget change. **(4/5 vote required)**
2. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Pathways to College Properties, LLC.
3. Consider approving the Agreement with Vanir Construction Management Incorporated for capital project management services for project HomeKey and Low Barrier Shelter Replacement, retroactively effective from October 1, 2021 to July 31, 2022.

VI.

REGULAR AGENDA ITEMS

A. Administration- Edward Hill

Waste Management – Bob Henry

1. Consider accepting the quarterly report from Chemical Waste Management.

B. County Counsel – Diane Freeman

1. Consider adopting Ordinance No. 700 approving amendments to the Kings County Code of Ordinances repealing the descriptions of the boundaries of the Five Supervisorial Districts in Kings County and providing that new boundaries will be adopted by Resolution.

C. Public Health Department – Darcy Pickens/Heather Silva

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



VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VIII. CLOSED SESSION

- ◆ **Conference with Real Property Negotiator: 1 Case [Govt. Code Section 54956.8]**
 Property: 1222 W. Lacey Blvd., Hanford, CA 93230
 Negotiation Parties: Edward Hill/Domingo Cruz/Diane Freeman
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
 Negotiators: Edward Hill, Larry Spikes, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Prosecutor's Association
 - Blue Collar - SEIU
 - Probation Officer's Association
- ◆ **Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(2)(e)(3)]**
- ◆ **Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(1)]**

IX. ADJOURNMENT

A Special Meeting will be held on Tuesday, October 19, 2021 at 1:30 p.m. (see separate agenda for information).

The next regularly scheduled meeting will be held on Tuesday, October 26, 2021 at 9:00 a.m.

X. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING

FUTURE MEETINGS AND EVENTS

October 26	9:00 AM	Regular Meeting
November 2	9:00 AM	Regular Meeting
November 3	6:30 PM	Fourth Public Hearing - Redistricting
November 9	9:00 AM	Regular Meeting
November 9	1:30 PM	Special Meeting/Department of Finance Interviews – Closed Session
November 16	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: Administration – Edward D. Hill/Sande Huddleston

SUBJECT: PRESENTATION TO THE EMPLOYEE OF THE QUARTER

SUMMARY:

Overview:

Your Board approved the formation of an Employee Recognition Committee in 1990. Every quarter, employees are nominated based on their outstanding performance and achievement in various departments. The nominations are reviewed and voted upon by the Committee. The Committee respectfully requests that your Board recognize and award the Employee of the Quarter with the presentation of a certificate and check in the amount approved by the Board.

Recommendation:

Presentation to Francesca Lizaola, Risk Technician, from Administration for being selected as Outstanding Employee of the 1st Quarter, 2021.

Fiscal Impact:

The recognized employee will receive \$300, which will come from the General Fund in Budget Unit 111000 Account 92102.

BACKGROUND:

Francesca Lizaola will be presented with a certificate for the Employee of the Quarter. Ms. Lizaola has been a key player in various important projects and assignments within the Administration Department. Every year she plays a vital role in processing the 1095 forms, in order to comply with the Affordable Care Act mandate. This huge task affects all County workers. Fran deals with issues related to health insurance, workers' compensation, open enrolment, lawsuits, and more recently, COVID-19. She steps in wherever she is needed and never complains. Fran is always so caring, kind and patient with anyone she is helping. Whether it be another county employee or a member of the public, she will go the extra mile and then some, to make sure their issue is resolved. She is always so gracious and understanding to everyone's issues.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Board Members

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



Staff

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

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 Arthur Fox – New Hope Orthodox Presbyterian Church

PLEDGE OF ALLEGIANCE

MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, CRAIG PEDERSEN

MEMBERS ABSENT: DOUG VERBOON, RICHARD FAGUNDES

II. UNSCHEDULED APPEARANCES

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

Lori Pesante, Civic Engagement Director for Dolores Huerta Foundation stated that there is an issue with our redistricting process in that there has not been any opportunity for public input since the September 14, 2021 meeting and the deadline to submit maps is October 20, 2021 and the next Board meeting will be on November 3, 2021. She requested the Board to hold a night or weekend meeting next week or an educational meeting for the public.



Marie Waite, Child Support Services Director stated that Kings County Child Support Services was recognized by the Western Intergovernmental Child Support Engagement Council and received the 2020/2021 Engagement Award which was in partnership with Kings County Job Training Office. She thanked Lance Lippincott, Job Training Office Director for his support and team work to receive this award and the Board for their support of both of their departments.

William Lynch, Kings County Fire Chief stated that all County Fire Personnel are back in the County after being assigned to out of County fires.

Keith Fagundes, Kings County District Attorney gave an update on current completed cases for his office.

III.

APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for October 5, 2021.

REPORT OUT: EDWARD HILL, COUNTY ADMINISTRATIVE OFFICER STATED THAT OCTOBER 5, 2021 THE BOARD TOOK THE ACTION TO APPOINT DARCY PICKENS AS INTERIM PUBLIC HEALTH DIRECTOR SETTING THE COMPENSATION AT \$11,000 PER MONTH EFFECTIVE OCTOBER 4, 2021. (JN, RV, DV, CP-AYE, RF-ABSENT)

B. Approval of the minutes from the October 5, 2021 regular meeting.

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

C. Approval of the minutes from the October 5, 2021 special meeting.

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

IV.

CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the Agreement with EvalCorp to complete the Mental Health Services Act Annual Update for Fiscal Year 2020/2021, retroactively effective from July 1, 2021 to June 30, 2022. **[Agmt 21-130]**
2. Consider approving the Agreement with iHeartMedia, Incorporated to provide media marketing services, retroactively effective from July 1, 2021 to June 30, 2022. **[Agmt 21-131]**

B. Child Support Services:

1. Consider authorizing the Director of Child Support Services to sign the Memorandum of Agreement between the California Department of Child Support Services and the Kings County Department of Child Support Services for expanding social media services, retroactively from September 1, 2021 through August 31, 2023. **[Agmt 21-132]**

C. County Counsel:

1. Consider appointing Gabe Cooper to a four-year term as Trustee of the Delta Lands Reclamation District No. 770 in lieu of election, to qualify, take office and serve exactly as if elected at a general district election.
2. Consider appointing Rodney Silva, Jim Razor, and Gabe Cooper to four-year terms as Directors of the Melga Water District in lieu of election to take office at noon on the first Friday in December.
3. Consider appointing Carlo Wilcox, Mark Unruh, and Rodney Silva to four-year terms as Trustees of the North Central Consolidated Reclamation District No. 2071 in lieu of election, with each to qualify, take office, and serve exactly as if elected at a general district election.
4. Consider appointing Mark Unruh to a four-year term as Trustee of the South Central Consolidated Reclamation District No. 2125 in lieu of election, to qualify, take office, and serve exactly as if elected at a general district election.
5. Consider appointing Jim Razor and Gabe Cooper to four-year terms as Trustees of the Tulare Lake Reclamation District No. 749 in lieu of election, with each to qualify, take office, and serve exactly as if elected at a general district election.
6. Consider approving the amended Conflict of Interest Code for the Stratford Public Utility District dated September 8, 2021.



CONSENT CALENDAR CONTINUED

D. Job Training Office:

1. Consider authorizing the closure of the Job Training Office One-Stop Job Center on Friday, October 22, 2021 from 8:00 a.m. – 5:00 p.m. for installation of new ceiling light fixtures and authorize staff to telework as a result of the closure and construction.

E. Kings County Library:

1.
 - a. Consider approving the Agreement with Farber Specialty Vehicles, Incorporated to purchase a vehicle for the mobile library unit; and
 - b. Adopt the budget change. **(4/5 vote required) [Agmt 21-133]PULLED**

F. Administration:

1.
 - a. Consider authorizing the use of American Rescue Plan Act funding to pay for the \$500 lump-sum payments previously authorized for all permanent County employees, including elected officials and the Board of Supervisors; and
 - b. Adopt the budget change. **(4/5 vote required) PULLED**

ACTION: APPROVED AS AMENDED, ITEMS E.1 AND F.1 WERE PULLED DUE TO BOARD MEMBER ABSENCES, AND THE ITEMS REQUIRED A 4/5 VOTE. THEY ITEMS WILL BE BROUGHT BACK ON THE OCTOBER 19, 2021 AGENDA. (JN, RF, CP-Aye; DV,RF-Absent)

V.

REGULAR AGENDA ITEMS

A. Administration- Edward Hill

1. Consider adopting a Resolution requesting the Department of Water Resources to provide Kettleman City with an emergency allocation of water supply for 2022 in the amount of 310 acre feet in order to meet the needs of its residential and business community.**[Reso 21-069]**

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

B. District Attorney's Office – Keith Fagundes

1. Consider authorizing the District Attorney to sign grant amendments for the Child Advocacy Center Program Grant so long as they do not require a General Fund match.

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

C. Elections Department – Lupe Villa

1. Consider accepting the Certified Statement of Vote, as submitted by the Registrar of Voters, for the September 14, 2021 California Gubernatorial Recall Election.

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

D. Public Health Department – Darcy Pickens/Heather Silva

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

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

VI. 10:00 AM

PUBLIC HEARING

A. Public Works Department – Dominic Tyburski

1.
 - a. Hold a Public Hearing regarding an ordinance for the creation of the Zone of Benefit 4-3 to impose a parcel tax in Phase 4-3 of the Armona North Subdivision for the purpose of road improvement and maintenance; and
 - b. Waive the second reading of the Ordinance No. 699 amending Chapter 2 of the Code of Ordinances; and
 - c. Adopt the Ordinance No. 699 amending Chapter 2 of the Code of Ordinances.
[ORD 699.1]



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

VII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Valle stated that he would like to discuss the \$500 ARPA funding that the Board received before safety personnel with the Human Resources Director, he also stated that tonight at 5:00 p.m. county staff will be presenting redistricting information to the Corcoran City Council.

Supervisor Neves stated that he participated in the Behavioral Health multi county webinar, participated in the public policy webinar, has finished announcing the freshman and junior varsity games at Lemoore High School and at Lemoore Raceway, he stated that flu shots are available, attended American Legion breakfast, attended the Rockin' the Arbor, attended the Renaissance Faire in Hanford, attended the MIQ festival, attended jury duty, attended First 5 Kings County meeting, attended State Mental Health Board.

Supervisor Pedersen stated that due to the wind events on October 11, 2021 the San Joaquin Valley Air Pollution Control District reached out to Agricultural community to help keep the dust down by not discussing or plowing and thanked everyone for their help during the event.

- ♦ **Board Correspondence: None**
- ♦ **Upcoming Events: Edward Hill stated that Links for Life Pink Passion Picnic will be held on October 20, 2021 at 10:30 a.m. at the Hanford Civic Auditorium. He stated that the United Cerebral Palsy Central California (UCPCC) Inaugural Cornhole Tournament will be held at Hanford Civic Auditorium on October 24, 2021 from 10:00 a.m. to 11:00 a.m. Supervisor Neves stated that the Friends of the Kings County Library will hold their Fall Booksale on October 15-16, 2021 from 11:00 a.m. to 3:00 p.m. inside the Hanford Branch Library located at 401 N. Douty Street, Hanford.**
- ♦ **Information on Future Agenda Items: Edward Hill stated that the following items would be on a future agenda: Administration - Agreement with Vanir for Capital Project Management Services and Kettleman Hills Waste facility quarterly report, County Counsel – Tulare Lake Reclamation District No. 761 in Lieu of Election, Human Services Agency – Agreement with California Department of Social Services for the provision of legal consultation and representation for the resource family approval program, Agreement with reading and beyond for employment and training program services, and Agreement with UC Davis for staff training, Health – Maternal, Child and Adolescent Agreement Funding Application and COVID-19 Update.**

The Board took a recess from 9:52 a.m. until 10:00 a.m.

VIII.

CLOSED SESSION

- ♦ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]
Negotiators: Edward Hill, Larry Spikes, Henie Ring, Che Johnson of Liebert Cassidy Whitmore**
 - Prosecutors Association
 - Detentions Deputy Association
 - Probation Officers Association
- ♦ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)]**
- ♦ **Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(1)] PULLED**
- ♦ **Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(2)(e)(3)] PULLED**



IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, October 19, 2021 at 9:00 a.m.

<i>FUTURE MEETINGS AND EVENTS</i>		
October 19	9:00 AM	Regular Meeting
October 19	1:30 PM	Special Meeting/County Counsel Interviews – Closed Session
October 26	9:00 AM	Regular Meeting
November 2	9:00 AM	Regular Meeting
November 3	6:30 PM	Fourth Public Hearing - Redistricting
November 9	9:00 AM	Regular Meeting
November 9	1:30 PM	Special Meeting/Department of Finance Interviews – Closed Session
<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>		



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: County Counsel – Diane Walker Freeman

SUBJECT: APPOINTMENT OF TRUSTEES TO THE TULARE LAKE RECLAMATION
DISTRICT NO. 761 IN LIEU OF ELECTION

SUMMARY:

Overview:

The Tulare Lake Reclamation District No. 761 has requested the Kings County Board of Supervisors appoint two (2) Trustees to its District Board in lieu of election pursuant to the provisions of Water Code Section 50740 et seq.

Recommendation:

Appoint Mike Sullivan and Carlo Wilcox to four-year terms as Trustees of the Tulare Lake Reclamation District No. 761 in lieu of election, with each to qualify, take office, and serve exactly as if elected at a general district election.

Fiscal Impact:

None.

BACKGROUND:

Pursuant to Water Code Section 50740 et seq., when the number of persons filing nomination petitions for election as trustee of a reclamation district does not exceed the number of offices to be filled, the Board of Supervisors must appoint the candidate(s) in lieu of holding the election. The president of Tulare Lake Reclamation District No. 761 ("District") has certified that the District is conducting an election for two (2) trustees and that only two (2) persons, Mike Sullivan and Carlo Wilcox, have filed nomination petitions. Accordingly, the District requests that the Kings County Board of Supervisors appoint Mr. Sullivan and Mr. Wilcox in lieu of election. Pursuant to Water Code Section 50742, the appointees shall qualify, take office, and serve exactly as if elected at a general district election.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Reclamation District #761
944 Whitley Avenue, Suite B
Corcoran, CA 93212
(559) 992-8980

September 28, 2021

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

Filed with the Kings County
Clerk of the Board

SEP 29 2021

Filed with the Kings County
Clerk of the Board

SEP 30 2021

Recd.

Re: Appointment in Lieu of Election – Reclamation District # 761

Dear Board of Supervisors:

In accordance with Water Code section 50730, *et seq.*, the Tulare Lake Reclamation District # 761's Board of Trustees resolved to hold an election for two Trustee seats, with terms expiring in November 2025, on November 9, 2021. I hereby certify that, as of the date of this correspondence, the period to submit nominations for these seats has lapsed and the District is in receipt of two nominations for the two available seats. The nominees are Mr. Mike Sullivan and Mr. Carlo Wilcox. Attached hereto are copies of Mr. Sullivan and Mr. Wilcox's nominee petitions and affidavits.

I further certify that the District's Board of Trustees has not received a petition signed by 5 percent of the voters in the District requesting that an election be held.

Accordingly, pursuant to Water Code sections 50740 and 50741, the District cannot proceed with its election and hereby requests that the Board of Supervisors appoint Mr. Sullivan and Mr. Wilcox to the office of Trustee with terms expiring in November 2025 at its next regular meeting. If the Board of Supervisors requires that the District submit additional documentation prior to the appointment, please advise.

Furthermore, consistent with Water Code section 50741, the District will publish notice that the Board of Supervisors will appoint the Trustees and that no election will be held in same newspaper used for publication of the notice calling for nomination petitions.

Sincerely,



Mark Grewal
President of the Board of Trustees

NOMINATION OF CANDIDATE
TULARE LAKE RECLAMATION DISTRICT #761

November 9, 2021

We, the undersigned voters of Reclamation District No. 761, hereby nominate Carlo Wilcox
(name of candidate) for the office of Trustee for the following term:

✓ Office No. 2 – Full term that expires in November 2025.

Office No. 3 – Full term that expires in November 2025.

Name/Signature of Voter	Date	Residence
John Vidovich	9/9/2021	12260 Kate Dr. Los Altos Hills
<u>John Vidovich</u>		CA 94022

Affidavit of Circulator

State of California)
County of Santa Clara ss.

Ching Kwok (name of circulator), being duly sworn, deposes and says:
That ching (he/she) circulated the foregoing petition and saw all the signatures appended thereto and knows that they are the signatures of the persons whose names they purport to be.

Ching Kwok
(Signature of circulator)

Subscribed and sworn to before me this 9th day of Sept, 2021.

Kristin A. Fryland
Notary Public in and for the County
of Santa Clara, State of California.
My commission expires 4/25/2025



Affidavit of Nominee

State of California)

County of _____) ss.

Carlo Wilcox (name of nominee), being duly sworn, says that he/she is the above named nominee for the office of Trustee (full term that expires in November 2025) that he/ she will accept the office in the event of his/her election, that he/ she desires his/her name to appear on the ballot as follows:

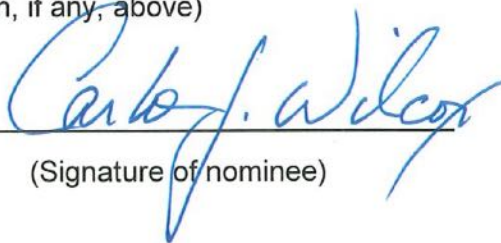
Carlo Wilcox

(Print name above)

that he/she desires the following occupational designation, containing not more than three words, to appear on the ballot under his/ her name, and that this designation is correct.

Engineer (Retired)

(Print desired designation, if any, above)



(Signature of nominee)

Subscribed and sworn to before me this ____ day of ____, 20__.

~~_____
Notary Public in and for the County
of _____, State of California.~~

~~My commission expires _____.~~

See ATTACHED
Notarized Jurat

CALIFORNIA JURAT CERTIFICATE

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

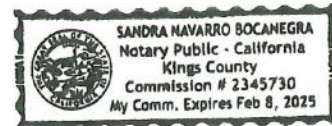
County of Kings

Subscribed and sworn to (or affirmed) before me on this 9th day of September, 2021, by Carlo J. Wilcox

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.

Sandra Navarro Bocanegra
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

Candidate's Statement
(Title of document)

Number of Pages 3 (Including jurat)

Document Date 9/9/2021

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

☒ Individual
☐ Corporate Officer
☐ Partner
☐ Attorney-In-Fact
☐ Trustee
☐ Other: _____

[OPTIONAL]

Candidate's Statement

Elec. Code § 13307

This statement may include the candidate's name, age, occupation, and a brief description of the candidate's education and qualifications. This statement shall not exceed 200 words and shall not include any party affiliation, nor membership, or activity in partisan political organizations.

My name is Carlo Wilcox. I have considerable experience and history with respect to water, water supplies, water distribution and managing flood water in the Tulare Lake Basin.

I have worked for the J. G. Boswell Company managing water supplies and deliveries for 35 years; 29 of those years in Tulare Lake. I later managed Corcoran Irrigation District for nearly five years.

I have served on the governing boards of the Tulare Lake Basin Water Storage District and the Corcoran Irrigation District. I have also served on the governing boards of the Corcoran Irrigation Company, the Last Chance Water Ditch Company, the Lovelace Water Corporation, the Peoples Ditch Company, the Settlers Ditch Company, the Southeast Lake Water Company and the Tulare Lake Canal Company. All of these organization have water rights on the Kings River which all or a portion of which are delivered into Tulare Lake.

I currently serve on the governing boards of the Angiola Water District, the Cross Creek Flood Control District and the W.H. Wilbur Reclamation District #825.

I believe my experience(s) with respect to water and related issues and my character speak to my qualifications for me to serve on the governing board of the Tulare Lake Reclamation District #761.

NOMINATION OF CANDIDATE

TULARE LAKE RECLAMATION DISTRICT #761

November 9, 2021

We, the undersigned voters of Reclamation District No. 761, hereby nominate Michael Sullivan
(name of candidate) for the office of Trustee for the following term:

☐ Office No. 2 – Full term that expires in November 2025.

☒ Office No. 3 – Full term that expires in November 2025.

Name/Signature of Voter

Date

Residence

Robert C. Ferrante

Robert C. Ferrante SEP 10 2021

1955 Workman Mill Road, Whittier, CA 90601

Affidavit of Circulator

State of California)

County of Los Angeles ss.

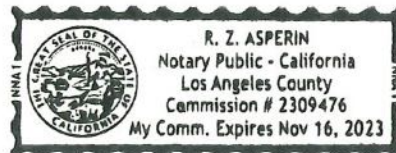
Michael Sullivan (name of circulator), being duly sworn, deposes and says: That
he (he/she) circulated the foregoing petition and saw all the signatures appended thereto and
knows that they are the signatures of the persons whose names they purport to be.

[Signature]

(Signature of circulator)

Subscribed and sworn to before me this 10th day of Sep, 2021.

[Signature]
Notary Public in and for the County
of Los Angeles, State of California.
My commission expires Nov 16, 2023.



Affidavit of Nominee

State of California)

County of Los Angeles) ss.

Michael Sullivan (name of nominee), being duly sworn, says that he/she is the above named nominee for the office of Trustee (full term that expires in November 2025) that he/ she will accept the office in the event of his/her election, that he/ she desires his/her name to appear on the ballot as follows:

Michael Sullivan

(Print name above)

that he/she desires the following occupational designation, containing not more than three words, to appear on the ballot under his/ her name, and that this designation is correct.

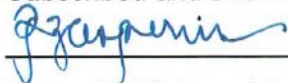
Engineer

(Print desired designation, if any, above)



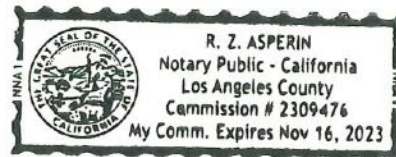
(Signature of nominee)

Subscribed and sworn to before me this 10th day of Sep, 2021.



Notary Public in and for the County
of Los Angeles, State of California.

My commission expires Nov 16, 2023.



[OPTIONAL]

Candidate's Statement

Elec. Code § 13307

This statement may include the candidate's name, age, occupation, and a brief description of the candidate's education and qualifications. This statement shall not exceed 200 words and shall not include any party affiliation, nor membership, or activity in partisan political organizations.

Michael Sullivan, 54 years old, Assistant Department Head for Technical Services Department at Los Angeles County Sanitation District. 1955 Workman Mill Road, Whittier, CA 90601

I am currently serving on the Board of Tulare Lake Reclamation District 761 ("RD 761") and I look forward to being nominated and elected to another term.

The Los Angeles County Sanitation District ("Sanitation District") owns roughly 14,469 acres in Kings County, roughly 13,028.11 acres are within RD 761.

For background, I earned a Bachelor's of Science in Petroleum Engineering from UC Berkeley and a Masters in Civil Engineering from Loyola Marymount University. Additionally, I am a licensed Mechanical Engineer in the State of California. Finally, I have been an employed with the Sanitation District over 30 years.

More recently, I have been serving on the board of RD 761 since 2019 and serving on the board of Tulare Lake Basin Water Storage District since 2021. These involvements show that I have valuable experience working with public entities and have real world knowledge related to water issues. All of my experience combined should prove to be a valuable resource to the RD 761.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: Human Services Agency- Sanja Bugay/Monica Connor

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR THE PROVISION OF LEGAL CONSULTATION AND REPRESENTATION FOR THE RESOURCE FAMILY APPROVAL PROGRAM

SUMMARY:

Overview:

The Human Services Agency (HSA) requests to renew the agreement with the California Department of Social Services (CDSS) for the provision and receipt of legal consultation and representation in administrative action appeals associated with the Resource Family Approval (RFA) program. The RFA program is an integral part of the Continuum of Care Reform Assembly Bill (AB) 403 (Chapter 773, Statutes of 2015).

Recommendation:

- a. Approve the agreement with the California Department of Social Services for the provision of legal services for the Resource Family Approval program, retroactively effective from July 1, 2021, to June 30, 2024; and
- b. Authorize the Human Services Agency Director to sign the agreement.

Fiscal Impact:

There is no impact to the County General Fund associated with the recommended action. All expenses for legal consultation and representation in administrative action appeals are absorbed by the State.

BACKGROUND:

In January 2014, HSA showed interest in becoming a pilot county for the RFA program. As a result, Kings County was selected to be one of the five early implementation counties for the State roll out of the RFA

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR THE PROVISIONS OF LEGAL CONSULTATION AND REPRESENTATION FOR THE RESOURCE FAMILY APPROVAL PROGRAM

October 19, 2021

Page 2 of 2

program. The RFA program is responsible for assessing all families who wish to be foster caregivers, ensuring that standards of safety are met in each resource family home. As of January 1, 2017, all California counties were required to implement the RFA program. The most recent agreement was approved by the Board on June 2, 2020 (Board Agreement No. #19-5041). That agreement expired on June 30, 2021. HSA continues to require services for the provision and receipt of legal consultation and representation in administrative action appeals associated with the RFA program.

The RFA program follows the CDSS Resource Family Approval Written Directives to assess and evaluate the applicants. A Resource Family parent, applicant, or an individual has a right to a state hearing and other due process rights if they have received a notice of denial or rescission of approval. The applicant may file an appeal with the right to be heard by an Administrative Judge.

This proposed agreement will continue to provide legal consultation for the RFA program when questions arise regarding the approval or actions of a Resource Family applicant, and whether there is a legal basis for the administrative action. If a Resource Family applicant does submit an appeal, the CDSS attorney will represent HSA during the appeal process. CDSS attorneys are well versed in the written directives; therefore, they can provide excellent legal services relating to the RFA program.

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-5019

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Kings County Human Services Agency

CONTRACTOR NAME

California Department of Social Services

2. The term of this Agreement is:

START DATE

07/01/2021

THROUGH END DATE

06/30/2024

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollar and 00/100

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	24
Exhibit A - Attachment 1	General Terms and Conditions	8
Exhibit A - Attachment 2	Information Security Requirements	2
+ Exhibit A - Attachment 3	State of California Public Liability and Workers Compensation Insurance	1
+ Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage	1
+ Exhibit B	Budget Detail and Payment Provisions	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Department of Social Services

CONTRACTOR BUSINESS ADDRESS

744 P Street, M.S. 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Marissa Enos

TITLE

Section Chief, Contracts and Purchasing Bureau

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-5019	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Kings County Human Services Agency			
CONTRACTING AGENCY ADDRESS 1400 W. Lacey Boulevard, Unit 8	CITY Hanford	STATE CA	ZIP 93230
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of Kings, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of certain services, including legal consultation and legal representation in administrative action appeals as described within section III of this Agreement, associated with the Resource Family Approval (RFA) program of the County child welfare services agency and the State of California, pursuant to California Welfare and Institutions Code section 16519.5 et seq. Hereinafter, the County and CDSS may be referred to collectively as the "Parties", or individually as a "Party". If identified below in Section VII, the CDSS and County have agreed that certain services for the family evaluation, complaint investigations or home health and safety assessments shall be provided as described in Sections IV, V and VI of this Agreement.

I. Background

The RFA program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code section 30029.7, subdivision (a)(3), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may reside in a resource family home.

II. Definitions

- A. "County" means the largest political division of the State having corporate powers, wherein the County's powers are exercised through its board of supervisors or through agents and officers acting under the authority of the board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.
- B. "Resource Family Approval" or "RFA" program means the program wherein an applicant seeks to meet the home environment assessment and permanency assessment standards of the State of California as set forth by CDSS, with an

EXHIBIT A
(Standard Agreement)

approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or nonrelative extended family member approval, and the adoption home study.

- C. "Respondent" means an applicant, resource family parent, or individual who has been served with a Notice of Action and is the subject of an administrative action. For matters that shall be heard by the CDSS State Hearings Division, a "Respondent" also means a "claimant," as defined in CDSS Manual of Policy and Procedures section 22-001.
- D. "Written Directives" (WDs)¹ means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs section 3-01(a) (101). The WDs have the same force and effect as regulations; ensure that a county uses the same standards for RFA; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs; (WDs section 2-01.)

III. Legal Consultation and Legal Representation on Appeals/State Hearings Division (SHD) and Office of Administrative Hearings (OAH)

- A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:
 - 1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of legal consultations and legal representation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County.
 - a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships.
 - (1) For the purposes of this section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow applicable laws for privacy and confidentiality, as well as protect and maintain the confidential nature of the communications created by attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.

¹ Version 7 of the Written Directives was used as a reference in creating this Agreement. The Written Directives may be revised by CDSS during the term of this Agreement and shall be in effect from the date of revision.

EXHIBIT A
(Standard Agreement)

2. Except as otherwise provided in this section, the CDSS Legal Division shall represent the County on all appeals to an RFA Notice of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual and shall appear on behalf of the County at all proceedings related to such actions that are heard by the SHD or the OAH. Nothing in this section shall preclude a County representative from being present at an RFA hearing.
3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative shall receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division shall not provide legal representation or advice.
4. The Parties agree that CDSS Legal Division's scope of work shall not include legal consultation or representation regarding the following:
 - a. Writs or lawsuits or similar actions filed by or against the County, except that the CDSS Legal Division may be available to consult with the County on any such actions arising out of an RFA action as described herein;
 - b. Requests for information or documents from the County such as Public Records Act requests or subpoenas issued to the County;
 - c. Placement of a dependent child or nonminor dependent;
 - d. Relative or non-relative extended family member approvals pursuant to the "Harris" case;
 - e. Child Abuse Central Index grievance hearings;
 - f. Dependency or delinquency matters;
 - g. Assistance with issuing or serving an investigatory subpoena or warrant;
 - h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption, has been served;
 - i. Defending the county on a Temporary Suspension Order (TSO); and
 - j. Any other matter within the authority and direction of the County Counsel.

B. Duties of the County and the CDSS Legal Division Regarding Consultation:

1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption; and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.

EXHIBIT A
(Standard Agreement)

2. Pursuant to this Agreement, legal consultation for denials or rescissions for which the County seeks CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.
3. The County may request a legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation or other matters affecting the approval.
4. If the County seeks a TSO against a resource family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO. The County should follow its internal procedures for an RFA TSO.
5. Legal consultation shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.
6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting, or as needed. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS RFA County Liaison by phone, email or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.
7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the legal consultation memo related to the County's finding, position, or action requested.
8. The County shall prepare a confidential legal consultation memo for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA legal consult memo form can be obtained through the CDSS RFA County Liaison. Upon request, the CDSS RFA County Liaison shall provide technical assistance to the County regarding the program requirements or procedures including but not limited to family evaluations, RFA implementation, statewide policies, legal consult procedures or how to draft the Notice of Action, legal consultation memo or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the legal consult memo.
9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed legal consult memo, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records or arrest reports. These documents shall be sent to the CDSS RFA County Liaison and the

EXHIBIT A
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consulting attorney at least five (5) business days prior to the date of the regularly scheduled consult.

10. The consult meeting is an opportunity for the CDSS Legal Division consulting attorney and CDSS RFA County Liaison to discuss the information in the consult memo provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County RFA worker or probation officer with knowledge of the facts described in the consult memo present at the consult. If the approval worker or probation officer cannot attend in person, the worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.
11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by CDSS, an investigation conducted by CDSS, or dual or multiple programs (e.g., RFA and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.
 - a. The County may request the assistance of the CDSS RFA County Liaison in arranging for the necessary CDSS staff to attend.
 - b. The County and CDSS shall share evidence and information regarding related investigations, assessments, or actions as required by the WDs.
 - c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice provided, and the confidentiality of any information shared, as required by law.
12. The CDSS Legal Division consulting attorney shall review the legal consult memo, the draft Notice of Action and attachments and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action. If the legal consult memo or draft Notice of Action are incomplete, said attorney may return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.
13. The CDSS Legal Division consulting attorney shall document the legal advice in writing within 3 to 5 business days, or as agreed upon at the consult, and submit the documentation to the County and the CDSS RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the

EXHIBIT A
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CDSS Legal Division consulting attorney shall provide the relevant CCLD Regional Office staff (licensing action) or CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.

14. If the advice of the CDSS Legal Division consulting attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.
15. If the County fails to comply with the requirements of this Section III(B), the County waives its right pursuant to this Agreement to have CDSS Legal Division representation on the appeal.

C. County Duties Regarding Processing the Notice of Action and Appeal (NOA)

1. The County shall serve the Notice of Action in accordance with Welfare and Institutions Code section 16519.6 and the WDs or regulations. The County shall ensure the file contains adequate documentation regarding service of the Notice of Action to the correct address, such as certified mail receipts, and/or a proof of service in accordance with WDs, Article 12: Due Process.
2. If the matter includes an exclusion action or CCLD action, the County shall coordinate administrative actions, including service of the Notices of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with CDSS. (WDs, Article 12.)
3. If an appeal is filed, the County is responsible to comply with the law, WDs or regulations, and internal procedures including, but not limited to, the following:
 - a. Date-stamp the appeal and envelope;
 - b. Update the appeal status in the Notice of Action database (in AARS);
 - c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the CDSS Legal Division as described in paragraph D;
 - d. For SHD cases, begin preparing the case to be sent to the CDSS Legal Division at the same time the appeal is forwarded to the SHD as described in paragraph D;
 - e. Obtain legal case number from CDSS RFA County Liaison and add number to Statement of Facts; and
 - f. Forward the appeal to SHD by uploading the NOA and appeal to SHD's Appeals Case Management System (ACMS).

EXHIBIT A
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D. Preparing the Case to Send to the CDSS Legal Division After Receipt of an Appeal:

1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:
 - a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family
 - b. Form RFA- 9029C: Complaint and Immediate Deficiencies Log Continuation
 - c. Form RFA-9029D: RFA Statement of Facts Dividers
 - d. Form RFA-9029W: Witnesses Continuation
2. For SHD cases, the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within ten (10) business days of receipt of an appeal. The documents shall be sent electronically to the CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) at the same time the appeal is forwarded to SHD (WDs, Article 12). The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County shall use the draft position statement template provided by CDSS when drafting the position statement. The County shall comply with the WDs section 10-05 related to retention of the Resource Family File.
3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers and send to the CDSS Legal Division and CDSS RFA County Liaison by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.
4. For all other OAH cases, the County shall prepare and mail to the CDSS RFA County Liaison the Statement of Facts forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison shall review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.
5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward them to the CDSS Legal Division.

EXHIBIT A
(Standard Agreement)

6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.
- E. Duties of the County and CDSS Legal Division after the CDSS Legal Division Receives the Case:
1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:
 - a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a CDSS Legal Division hearing attorney.
 - b. Preparing a new case memo identifying the hearing attorney and the hearing attorney's contact information and emailing it to the County staff identified on the Statement of Facts and the CDSS RFA County Liaison.
 2. The CDSS Legal Division hearing attorney shall review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County shall be consulted, and the file may be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.
 3. For cases to be heard at SHD, the CDSS Legal Division hearing attorney shall review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the Position Statement and exhibits with SHD. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WD's. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged as required by law.
 4. For cases to be heard at OAH, the hearing attorney shall prepare, sign and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s):
 - a. A copy of the filed Accusation or Statement of Issues shall be provided to the County welfare director or chief probation officer or designee.
 - b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the CDSS Legal Division shall consult the County welfare director,

EXHIBIT A
(Standard Agreement)

- chief probation officer, or designee for approval prior to filing the Accusation or Statement of Issues.
- c. A CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the welfare director, probation officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with OAH, as applicable.
5. If a resolution is sought prior to hearing, the CDSS Legal Division shall discuss settlement options with the County, Respondent, CCLD or CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or notice of defense, the CDSS Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.
 6. For OAH cases, the CDSS Legal Division shall prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6.
 7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division hearing attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent, his or her authorized representative, or SHD to the CDSS Legal Division hearing attorney.
 8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division hearing attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in WDs, Article 12. The County shall assist the CDSS Legal Division hearing attorney in providing information or facilitating contact with the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The County shall provide for the use of one-way closed-circuit television or video in accordance with WDs, section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.
 9. The CDSS Legal Division shall represent the County at the prehearing conference, settlement conference, and hearing before SHD or OAH, and prepare any necessary motions, briefs, subpoenas, settlement documents or

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other hearing documents, including those related to the County's withdrawal of a NOA and defaults, as outlined in the Written Directives.

10. The County shall be responsible for the following hearing-related duties and costs, including but not limited to the following:
 - a. Reserving hearing rooms;
 - b. Interpreters;
 - c. Court reporters;
 - d. Witness and expert witness fees;
 - e. Security, if it is determined by the CDSS Legal Division hearing attorney, the county or an administrative law judge that a threat exists to the health and safety of those persons attending a hearing;
 - f. Obtaining records needed for hearing; and
 - g. Other hearing-related costs.
11. Following the SHD or OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order, in accordance with the established standard.
12. The CDSS shall serve the final decision and order on all parties, including the County.
13. The CDSS Legal Division may represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order. If a conflict of interest exists, then representation by CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and paragraph G of this section.
14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.

F. Conflict Resolution:

1. If the County and the CDSS Legal Division consulting or hearing attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:
 - a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.

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- b. If no agreement is reached, the matter shall be elevated to the next County supervisor or manager level, and for the CDSS Legal Division, to the Assistant Chief Counsel to meet and confer to resolve the matter.
 - c. If still no agreement is reached, the matter shall be elevated to the Senior Assistant Chief Counsel and the equivalent County RFA program manager level to meet and confer to resolve the matter.
2. The County has the final decision on how to proceed on a matter, which shall be consistent with the CDSS Legal Division attorney's ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in paragraph F.3. of this section.
3. The resolution discussion shall include consideration of the minimum legal requirements for an action in the applicable statutes and WDs or regulations, any risks attendant to administrative litigation including a negative outcome at hearing, any risks to the health and safety of a child or nonminor dependent that may be caused by a failure to take action, and CDSS oversight responsibilities as mandated by law.
4. Nothing in this section shall interfere with the Parties' termination rights and the right of the CDSS Legal Division to withdraw from representation pursuant to the terms of this Agreement or applicable law.

G. Professional Responsibility; Conflict of Interest in Representation

1. The County acknowledges that the attorneys within the CDSS Legal Division have an ethical and legal duty to avoid a conflict of interest or the appearance of a conflict of interest when providing legal services to the County.
2. Pursuant to the California Rules of Professional Conduct, the CDSS Legal Division's attorneys may not be permitted to represent a client when there is a conflict of interest. If applicable, the CDSS Legal Division attorney is required to take certain actions which may include, but are not limited to, withdrawal from representation for individual cases or obtaining informed written consent from each client for individual cases.
3. The Parties acknowledge that there exists an appearance of a conflict of interest or an actual conflict of interest due to the CDSS Legal Division representing both CDSS and the County in administrative actions falling within the jurisdiction of both agencies. By the signing of this Agreement, the Parties are providing their written consent to the CDSS Legal Division's dual representation of both CDSS and the County, where applicable.
4. In all other matters in which there exists an appearance of a conflict of interest or an actual conflict of interest, the CDSS Legal Division consulting or hearing attorney shall report the conflict to the County in writing as soon as

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possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:

- a. Dual program matters involving an RFA and licensing action where the County and CDSS disagree on how to proceed;
- b. Conflicts regarding the CDSS oversight function over the County's RFA program;
- c. Conflicts due to a lawsuit pending against CDSS or the County; and
- d. A request by the County for reconsideration of a CDSS issued order.

H. Withdrawal from Representation

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County as specified in Exhibit A, Attachment 1, page 4, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Email).
2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

IV. Family Evaluation

A. Provision of Family Evaluation Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide family evaluation services on behalf of the County, in part or in full, this Section IV provides the terms and conditions of such services.
2. In conducting the family evaluation services, the CDSS Adoptions Services Bureau shall adhere to the requirements specified the Welfare and Institutions Code section 16519.5 and the RFA WDs sections: Definitions, 3-01; Forms, 3-02; County Reporting Requirements, 4-03; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

B. The CDSS Adoptions Services Bureau and County agree to coordinate efforts in the following areas:

1. Exchange of information about resource family applicants and keeping each Party informed of general progress in the family evaluations and changes that may affect the evaluation. This exchange may include, but is not limited to,

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any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family.

2. Communication regarding the general progress of the evaluation that may affect the work provided by each Party, including potential inability to complete the evaluation, as needed.
3. Establishing mutually agreed upon timelines for completing the family evaluation.
4. Complying with the applicable laws and the RFA WDs relevant to family evaluations.
5. Providing other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County shall take the following actions:
 - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a family evaluation.
 - b. Provide all necessary documents as they become available to the CDSS Adoptions Regional Office in order to conduct a family evaluation, including, but not limited to, RFA applications, home health and safety assessment, training records health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles (DMV) records, and employment verifications.
 - c. Notify resource family applicants that the County may share confidential information with CDSS to conduct a family evaluation and that CDSS shall perform the family evaluation for the County.

D. Responsibilities of the CDSS

1. The CDSS shall take the following actions:
 - a. An Adoptions Supervisor shall assign each family evaluation within five (5) business days to a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be a Licensed Clinical Social Worker.

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- b. Conduct an evaluation of resource family applicants according to the RFA WDs section 6-05: Family Evaluation. Evaluation to be initiated within two weeks of being assigned.
- c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WDs section 6-05(a)(2).
- d. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary. Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.
- e. Prepare a written family evaluation that includes an evaluation of the information obtained during a family evaluation of the resource family applicant, including a risk assessment, and recommendations that RFA be approved or denied based on information gathered through the family evaluation.
- f. CDSS shall provide the County with the written family evaluation report within sixty (60) days of receipt of the referral for the family evaluation, with priority for completed family evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.
- g. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a family evaluation are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- h. Provide for a copy of the family evaluation file upon request of the County staff responsible for the provision of RFA services.
- i. Provide a CDSS Adoptions Specialist to testify as to the family evaluation if the results of a family evaluation are at issue during an administrative hearing.
- j. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the family evaluation for ninety (90) days after an evaluation is provided to the County. Thereafter, the family evaluation file shall be securely delivered to the County. The County shall retain the closed evaluation file in accordance with the retention policies of CDSS. Access to a copy of the family evaluation file shall be made available to CDSS (or its agents or representatives) upon request in the event of audit, or as required or permitted by law.
- k. For each request, the County shall provide a copy within ten (10) business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by CDSS for an urgent request.

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E. Conflict Resolution

1. The County and the CDSS shall use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding resource family evaluation services provided by the Parties for a particular individual shall be resolved as follows:
 - a. The primary social worker from the County and the CDSS shall meet and confer to resolve differences regarding a particular family evaluation.
 - b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers shall meet and confer to resolve differences.
 - c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers shall meet and confer to resolve differences.
 - d. If the differences remain unresolved through the process specified above, the matter shall be referred to the next higher level of management for each of the Parties until the matter is resolved.

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting family evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.
2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the evaluation to another Adoptions Specialist.

V. Complaint Investigations

A. Agreement to Provide Complaint Investigation Services

1. The County and CDSS agree that the CDSS CCLD shall investigate on behalf of the County all complaint allegations, made against resource families, if these services are identified in Section VII; this Section V provides the terms and conditions agreed upon by the Parties for all such investigations.
2. In conducting complaint investigations, the CCLD Regional Office shall adhere to the requirements specified in RFA WDs sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

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B. Coordination of Efforts

The CDSS and County agree to coordinate efforts in the following areas:

1. As necessary, exchange information about each resource family complaint investigation and keep each Party informed of general progress in the complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (e.g. concerns, post complaint events, or adverse actions) relevant to the complaint investigation.
2. As needed, communicate the general progress in the complaint investigation that may affect the work provided by each Party, including potential inability to complete the complaint investigation.
3. Establish mutually agreed upon timelines for providing requested information or responses for actions not specified in the RFA WDs or applicable law.
4. Provide other appropriate and necessary coordination as needed.

C. Complaint Referral to the CCLD

1. After the preliminary review specified in RFA WDs section 9-06A(c), the County shall refer each complaint that requires an investigation to the appropriate CCLD Office within one (1) business day following receipt of the complaint as specified in RFA WDs section 4-03(e).
2. The referral must be in writing and include the physical address location of the County's file for the resource family, the contact information of the custodian of the resource family's file, the contact information of the complainant, and detailed information regarding the complaint allegation.

D. Complaint Assignment

1. Upon receipt of the complaint referral, the CCLD Regional Office shall create a file and associated file complaint number in a CCLD database for each resource family complaint investigation.
2. Upon receipt of the referral of the complaint, the CCLD Regional Office shall immediately assign the complaint to staff for investigation.

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3. Upon assignment, the assigned CCLD Regional Office staff shall contact the custodian of the resource family file and undertake a process to secure access to the resource family file or a copy of the file.
 - a. The County agrees to allow the CCLD Office staff to have access to the resource family's file or to be provided a copy, upon request. If a copy shall be provided electronically, the County is responsible for securely transferring the file to the appropriate CCLD Regional Office staff.

E. File Review and Initial Complaint Investigation

1. Upon receipt of a copy of the resource family's file or access to the file, the CCLD Regional Office staff shall undertake the following:
 - a. Review the file for any conflicts of interest in order to comply with the conflict of interest provisions in RFA WDs section 9-06A(o) and (p).
 - (1) If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to his or her supervisor, who may transfer responsibility for the complaint investigation to another staff member.
 - b. Review the resource family's file and any related licensing files.
 - c. Confirm whether any adverse action against the resource family is currently in process by CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of CDSS.
 - (1) The additional documentation of any adverse actions shall be reviewed and made a part of the complaint investigation file.

2. Initial Investigation Activities

- a. The CCLD Regional Office staff shall interview the complainant, if known.
- b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office during the initial investigation and throughout the period the complaint investigation remains open.
- c. Any documentation received during the complaint investigation shall be made a part of the complaint investigation file.

F. The Initial 10-Day Visit to the Resource Family Home

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1. The CCLD Regional Office staff shall conduct an unannounced visit to the resource family's home within ten (10) calendar days of receipt of the complaint referral, except as specified in RFA WDs section 9-06A(j), (k), and (o).
2. The initial 10-day visit shall be fully documented in the CCLD complaint investigation file.

G. New Allegations

The CCLD Regional Office staff shall immediately report any new allegation(s) disclosed during an investigation to the County.

H. RFA Deficiencies

The CCLD Regional Office staff shall report any known or potential deficiencies unrelated to the complaint to the County so the County RFA staff can take appropriate action in response.

I. Further Investigation Required

The CCLD Regional Office staff shall notify the County if the complaint investigation cannot be completed within ninety (90) days after the initial 10-day visit because further investigation is required.

J. Complaint Investigation Report

1. The CCLD Regional Office staff shall prepare a written complaint investigation report containing a finding for each allegation as either substantiated, inconclusive, or unfounded.
2. The CCLD Regional Office staff shall forward the written complaint investigation report to the County upon completion.
3. If the County disagrees with the CCLD Regional Office complaint investigation report findings, then it shall contact the CCLD Regional Office to discuss and/or to request additional clarification.

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K. Notification to Resource Family and Complainant

1. Upon receipt of the complaint investigation report, the County shall deliver a copy of the complaint investigation report to the resource family.
2. Upon request by the County, the CCLD Regional Office staff responsible for the complaint investigation report shall provide technical assistance.
3. The County shall notify the complainant, if known, of the findings of the complaint investigation.

L. Follow-Up

For substantiated findings, the County RFA staff shall develop a corrective action plan for the resource family to correct identified deficiencies, or may take other action as specified in the RFA WDs. Nevertheless, if a County determines that it is not possible to correct an identified deficiency, then the County shall document the deficiency and may proceed with the necessary administrative action as specified in the RFA WDs.

M. Cross-Reporting Investigation Results

The County shall report investigation results as specified in applicable law, RFA WDs sections 4-04 and 9-06C, or as required by this Agreement.

N. Records

1. Absent threatened or pending litigation or other good cause identified by CDSS, records related to the complaint investigation shall be held by the CCLD Regional Office for the duration of this Agreement and for three (3) years following the expiration or termination of this Agreement or three (3) years following the end date of the provision of complaint investigation services, whichever first occurs. Thereafter, the records for the complaint investigations specified in this Agreement shall be delivered to the County.
2. Within ten (10) calendar days of the County's written request, the CCLD Regional Office shall provide a copy of any complaint investigation file created pursuant to this Agreement.

O. Reporting Complaints with Investigations Pending

The CCLD Regional Office shall provide to the County monthly written reports of complaint investigations open longer than ninety (90) days and subject to further investigation.

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VI. Home Health and Safety Assessment

A. Provision of Home and Health Safety Assessment Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide home health and safety assessment services on behalf of the County, in part or in full, this Section VI provides a description of the services and the responsibilities of the Parties.
2. In conducting the home health and safety assessment services as described in the WDs, Article 6, section 6-02: Home Environment Assessment, paragraph (a) (2), the CDSS Adoptions Services Bureau shall adhere to the requirements specified in the Welfare and Institutions Code section 16519.5, the most recently published version of the RFA WDs, and the most recently published version of the Form RFA-03². Resource Family Home Health and Safety Assessment Checklist (hereinafter referred to as Form RFA-03). As appropriate CDSS shall refer to the WDs, to complete the Form RFA-03 and provide the required summary.

B. The CDSS Adoptions Services Bureau and the County agree to coordinate efforts in the following areas:

1. Exchange information about resource family applicants and keep each other informed of general progress in the home health and safety assessment and changes that may affect the assessment. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family applicant(s).
2. As needed communicate the general progress in the assessment that may affect the work provided by each Party, including facts or circumstances which may delay or prevent the completion of the assessment within sixty (60) days.
3. Establish mutually agreed upon timelines for completing the home health and safety assessment when such cannot be completed within sixty (60) days. Comply with the RFA WDs relevant to home health and safety assessments.
4. Provide other appropriate and necessary coordination as needed.

² The RFA-03 form includes applicable instructions in the WDs sections 11-01 through 11-16 regarding First Aid supplies including but not limited to provisions regarding self-administering, storing and documenting.

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C. Responsibilities of the County

1. The County shall take the following actions:
 - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a home health and safety assessment.
 - b. Timely provide all necessary documents to the CDSS Adoptions Regional Office, using a secure or encrypted format, or a secure file transfer protocol, so that each home health and safety assessment may be completed within sixty (60) days.
 - c. Notify resource family applicants that CDSS shall perform the home health and safety assessment for the County.
 - d. Conduct the background checks and related activities as described in the RFA WDs, section 6-03A.
 - e. For items identified as incomplete in the Home, Health and Safety Assessment provided by CDSS or form RFA 03 the County shall be responsible for verifying completion prior to approval of the resource family.

D. Responsibilities of the CDSS

1. The CDSS shall take the following actions:
 - a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be bilingual and/or a Licensed Clinical Social Worker for each home health and safety assessment.
 - b. Conduct a home health and safety assessment according to the RFA WDs section 6-02(a)(2) that includes all of the following: A health and safety assessment of the home and grounds, outdoor activity space and storage areas of the applicant's home using form RFA-03: Resource Family Home Health and Safety Assessment Checklist, to determine compliance with certain sections of Article 11 of the WDs and, if applicable, section 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.
 - c. Prepare a summary of the home health and safety assessment in a written format that includes an evaluation of the information obtained during a home health and safety assessment of the resource family applicant's home and property (e.g. if there are items that needed to be repaired or purchased).
 - d. CDSS shall provide the County with the written summary report, that also includes the completed original Form RFA 03, within sixty (60) days of receipt of the referral from the County for the home health and safety assessment.

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- e. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a home health and safety assessment are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- f. Provide for a copy of the home health and safety assessment file upon request of the County staff responsible for the provision of RFA services.
- g. Provide a CDSS Adoptions Specialist to testify in regards to the home health and safety assessment if the results of a home health and safety assessment are at issue during an administrative hearing.
- h. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the home health and safety assessment for ninety (90) days after an assessment is provided to the County. Thereafter, the home health and safety assessment file shall be securely delivered to the County. The County shall retain the closed assessment file in accordance with the retention policies set forth in Article 10, section 10-05 of the Written Directives. Access to a copy of the home health and safety assessment section of the resource family file shall be made available to CDSS (or its agents or representatives) upon request in the event of a review or audit, as permitted by law, or as required by court order.

E. Conflict Resolution

- 1. The County and the CDSS shall act in good faith to resolve differences. Any disagreements or conflicts regarding resource family home health and safety assessments and how they are performed shall be resolved as follows:
 - a. The primary social worker from the County and the CDSS shall meet and confer to resolve differences regarding home health and safety assessments.
 - b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers shall meet and confer to resolve differences.
 - c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers shall meet and confer to resolve differences. Requests shall be made by written communication such as email to/from the county to/from the relevant CDSS Adoptions Regional Office Manager. Response times between the parties shall be no longer than seven (7) calendar days. Communication may be in person or by telephone. Meetings shall continue until the differences are resolved.
 - d. If the differences remain unresolved through the process specified above, the matter shall be referred to the next higher level of management for each of the Parties until the matter is resolved if appropriate.

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F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting home health and safety assessments shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.
2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the home health and safety assessment to another Adoptions Specialist.

VII. Identification of Services

The Parties identify that in addition to the services of section III, Legal Consultation and Legal Representation on Appeals, the services described in Section IV, Section V and/or Section VI are a part of this Agreement, if checked below:

Section IV, Family Evaluation ☐

Section V, Complaint Investigations ☐

Section VI, Home Health and Safety Assessment ☐

In the event this Agreement expires or is terminated with open evaluations, investigations, assessments, or legal consultations or representation, CDSS may complete such services in accordance with the terms in this Agreement.

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VIII. Project Representatives

The Project Representatives during the term of this Agreement shall be:

CDSS

Name: Meryl Press
Title: RFA Policy Analyst
Address: 744 P Street, MS 8-13-552
Sacramento, CA 95814
Phone: (916) 651-9431
Email: Meryl.press@dss.ca.gov

Kings County Human Services Agency

Name: Patricia Shubert
Title: RFA Manager
Address: Kings County Human Services Agency
1400 W. Lacey Boulevard, Unit 8
Hanford, CA 93230
Phone: (559) 852-2211
Email: Patricia.shubert@co.kings.ca.us

Either party may make changes to the Project Representative information by giving ten (10) calendar days written notice to the other Party. Said changes shall not require an amendment to this Agreement.

IX. Authority to Enter into this Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement.

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A. Term

The initial term of this Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2024 (the "**Initial Term**"). This Agreement may be renewed by written amendment on a year-to-year basis for each one-year renewal period, upon its commencement, to constitute part of the "**Term**" for all purposes hereunder.

B. Termination

1. Termination without Cause: Each Party reserves the right to terminate this Agreement at any time and for any reason upon provision of ninety (90) days' advance written notice to the other Party in accordance with paragraph O (Notices).
2. Termination for Cause: Each Party reserves the right to terminate the Agreement for cause. In addition, if either Party defaults under this Agreement, the Agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days advance written notice of termination provided to the defaulting Party in accordance with paragraph O (Notices).
3. Default Costs: In the event of termination of this Agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.
4. Return of Materials: Upon the expiration or earlier termination of this Agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this Agreement within ten (10) business days of written demand therefor.

C. Ineligible for Federal Assistance

This Agreement is void or voidable if the either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to

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act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

E. Time

1. Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly comply with the terms of this Agreement and in the performance of the activities described in Exhibit A, Sections III, IV, V, and VI. If a Party is unable to comply with a term or requirement of this Agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.
2. Each Party to this Agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement.
3. The Party failing to meet the timelines described in the services in Exhibit A, Sections III, IV, V and VI of this Agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

F. Default

Neither party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

G. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, Section 1090 et seq. and Sections 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

H. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.
2. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination.
3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the Written Directives (WDs), applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

J. Assignment

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by a Party without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void. Each successor or assignee of the applicable Party to this Agreement shall be held jointly and severally liable under this Agreement.

K. Responsibility of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 24, Section VIII.

GENERAL TERMS AND CONDITIONS

L. Waiver

1. Any waiver shall be memorialized in writing, and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the Agreement that is a required act specified in the WDs.
2. The failure of either Party to enforce any right or provision of this Agreement shall not be construed as a waiver by the other Party of its rights under the Agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

M. Cumulative Rights

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.

N. Severability

Should any part, term, portion, or provision of this Agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

O. Notices

A notice to the other Party in the administration of this Agreement shall be given to the Party's Project Representative by regular mail, or by email as more particularly specified in this paragraph. Any such notice shall be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.
2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid;
3. Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative as specified in Section VIII, provided an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative, on the same day as the email transmission.

GENERAL TERMS AND CONDITIONS

P. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

Q. Negotiated Agreement

This Agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this Agreement within the meaning of California Civil Code, section 1654.

R. Independent Advice

Each Party represents that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

S. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

T. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

U. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require

GENERAL TERMS AND CONDITIONS

that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

V. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

W. Indemnification

1. Claims Arising from Acts or Omissions of the County

The County hereby agrees to defend and indemnify the CDSS, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS arising from the County's negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Claims Arising from Acts or Omissions of the CDSS

The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the County), from any claim, action or proceeding against the County arising from CDSS' negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this

GENERAL TERMS AND CONDITIONS

Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

X. Relationship of the Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party, except as identified in Exhibit A.

Y. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of this state relating to insolvency or protection of the rights of creditors.

Z. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit A, Attachment 3. Evidence of CDSS' self-insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

AA. Title to Documents; Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

GENERAL TERMS AND CONDITIONS

BB. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by CDSS, any action brought to enforce provisions of this Agreement for declaratory relief shall be filed and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

CC. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

DD. Entire Agreement

This Agreement is the entire Agreement of the Parties for the performance of the services described in Exhibit A. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

Information Security Requirements

I. Information Security Incidents and/or Breaches

- A. Discovery and Notification of Incidents and/or Breaches.** CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management. CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. CDSS shall take:
1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment;
 2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. Isolation of System or Device.** A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.
- C. Investigation of Incidents and/or Breaches.** CDSS shall promptly investigate such Incidents and/or Breaches.
- D. Updates on Investigation.** CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.

- E. Written Report.** CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent CDSS has such information, the report shall include but not be limited to the following:
1. CDSS point of contact information;
 2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;
 3. Description of the types of County CSP that were involved, and the extent of the information involved in the Incident and/or Breach;
 4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;
 5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;
 6. A description of the probable causes of the improper use or disclosure;
 7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
 8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.
- F. Notification of Individuals.** CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.



CALIFORNIA DEPARTMENT OF
GENERAL SERVICES

Governor Gavin Newsom

July 1, 2021

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION
INSURANCE FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022**

Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento CA 95798-9052 (Gov. Code section 900, et. seq.) Internet link: <https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, Claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 **MS 414**, West Sacramento, CA 95798-9052 (Gov. Code section 900, et. seq.) Internet link: <https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Lynan Graf

Associate Risk Analyst
Office of Risk and Insurance Management
Phone : (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov



Governor Gavin Newsom

June 7, 2021

**STATE OF CALIFORNIA AUTOMOBILE
LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022**

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

A handwritten signature in cursive script that reads "Lynan Graf".

Lynan Graf
Department of General Services
Associate Risk Analyst
(916) 376-5290
Lynan.Graf@dgs.ca.gov

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

21/22	\$0.00
22/23	\$0.00
23/24	\$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), County agrees to pay CDSS for said services in accordance with the rates specified below:

a. Invoicing for Family Evaluations

- i. If Family Evaluations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.
- ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of \$1,683.00 per each Family Evaluation.¹ CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year shall be subject to change based on the applicable federal discount rate for that year.
- iii. The County shall pay CDSS quarterly for the completed Family Evaluations. For payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its Local Revenue Fund (LRF) for subsequent payment(s).

¹ The estimated cost to complete each Family Evaluation is \$2,305.00. The federal funds share is \$622.00.

EXHIBIT B
(Standard Agreement)

- iv. If it is determined by CDSS that the average family evaluation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
 - v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in section A, paragraph 2 (a) (ii), above.
- b. Invoicing for Complaint Investigations
- i. If Complaint Investigations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint Investigations were completed. The quarterly invoices shall include, for each completed complaint investigation, the non-federal cost per case rate.
 - ii. The CDSS shall track each Complaint Investigation and invoice for the non-federal cost of \$1,453.00.² CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year shall be subject to change based on the applicable federal discount rate for that year.
 - iii. The County shall pay CDSS quarterly. For payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its LRF for subsequent payment(s).
 - iv. If it is determined by CDSS that the average complaint investigation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

² The estimated cost to complete each Complaint Investigation is \$1,991.00. The federal funds share is \$538.00.

EXHIBIT B
(Standard Agreement)

- v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Complaint Investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (b)(ii), above.
- c. Invoicing for Home Health and Safety Assessments
 - i. If Home Health and Safety Assessments were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.
 - ii. The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of \$474.00 per each Home Health and Safety Assessment.³ CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal shall be subject to change based on the applicable federal discount rate for that year.
 - iii. The County shall pay CDSS quarterly. For Payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its Local Revenue Fund (LRF) for subsequent payment(s).
 - iv. If it is determined by CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
 - v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Home Health and Safety Assessments, the cost of the

³ The estimated cost to complete each Home, Health and Safety Assessment is \$649.00. The federal funds share is \$175.00.

EXHIBIT B
(Standard Agreement)

Home Health and Safety Assessments shall be the same as identified in this Exhibit B, section A, paragraph 2 (c)(ii), above.

3. The County shall be responsible for payment of the contracted services and activities provided by CDSS in accordance with rates above from the following sources and in the following order:

- * General Fund Resource Family Approval allocation (if such exists in the State Budget);
- * the County's 2011 Realignment LRF; and
- * other County funds.

4. Continuation of Services

In the event this Agreement expires or is terminated with open Family Evaluations, Complaint Investigations, Home Health and Safety Assessments or Legal Consultations or Legal Representation on Appeals/SHD and OAH Hearings, CDSS may complete such actions in accordance with the terms of this Agreement; submit invoices as identified in this Exhibit B, withhold a corresponding portion of the RFA Allocation to complete such activities from a current or subsequent fiscal year, and receive payment from the County from its LRF for a current or subsequent fiscal year.

5. Cost Increase

During the term of this Agreement, and as the Budget Act allows, CDSS and the County may approve increases in the service levels for each of the services provided by CDSS and increase the amount that the County shall pay CDSS from the County's General Fund RFA allocation and the LRF.

6. Invoices shall include the Agreement No. 21-5019 and Index Code 2552 and shall be submitted in triplicate or as otherwise requested by the County nor more frequently than quarterly in arrears to:

Kings County Human Services Agency
1400 W. Lacey Blvd. Unit 8
Hanford, CA 93230
Attn: Patricia Shubert, RFA Manager

EXHIBIT B
(Standard Agreement)

7. Should the County receive services in excess of \$750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

Any invoices submitted without the above referenced information may be returned to CDSS for reprocessing.

8. For each invoice, the County shall route to the appropriate personnel responsible for the prompt review and payment. For disputed invoices, if any, the County shall specifically identify those services which are in dispute, for which additional information is necessary, in its subsequent correspondence with CDSS.
9. Undisputed invoices shall be paid promptly, and no later than 45 days from receipt of the original invoice. The County shall also pay for those services which are undisputed within 45 days of receipt of the original invoice.

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by

EXHIBIT B
(Standard Agreement)

the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS, at its option, may terminate this Agreement upon 30-days notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: Human Services Agency – Sanja Bugay/Maria Rodriguez-Lopez

SUBJECT: AGREEMENT WITH READING AND BEYOND FOR EMPLOYMENT AND TRAINING PROGRAM SERVICES

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to continue contracting with Reading and Beyond (RaB) to provide employment and training program services to Non-Assistance CalFresh and some California Work Opportunity and Responsibility to Kids (CalWORKs) program beneficiaries. The primary goal is to provide case management and supportive services to assist participants to gain and retain employment.

Recommendation:

Approve the agreement with Reading and Beyond for employment and training program services, retroactively effective from October 1, 2021 to September 30, 2024.

Fiscal Impact:

There is no impact to County General Fund. The total cost of this agreement is \$708,852 over three Federal Fiscal Years (FFY): \$227,471 in FFY 2021-2022, \$235,274 in FFY 2022-2023, and \$246,107-~~00~~ in FFY 2023-2024. Sufficient appropriations have been budgeted for this agreement in Budget Unit 510000 (Human Services Administration), Account 92037 (Professional Services) within HSA's Fiscal Year 2021-2022 Adopted Budget. The yearly cost for this agreement includes some anticipated Federal Funds that do not require a match and available CalFresh Employment & Training ancillary/administrative reimbursement funds. Participating counties are required to invest as a match 50 percent of both the administrative and participant reimbursement funds. The County's share will be provided by the agreement with Reading and Beyond, who will leverage their own private, non Federal match funds.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH READING AND BEYOND FOR EMPLOYMENT AND TRAINING PROGRAM SERVICES

OCTOBER 19, 2021

Page 2 of 3

BACKGROUND:

The California Department of Social Services (CDSS) issued an All County Welfare Directors Letter dated May 5, 2021 announcing the CalFresh Employment and Training (E&T) program FFY 2022 planning kick-off. CalFresh is a federally funded program that supplements a low-income family's food budget in order to ensure they are getting adequate nutrition. Participants must meet federal income eligibility rules and want to add to their budget to put healthy and nutritious food on the table. A component of CalFresh is the CalFresh E&T Program. CalFresh E&T can help CalFresh participants gain skills, training, or work experience to increase their ability to obtain regular employment that leads to economic self-sufficiency. The program offers federal funding provided through CDSS to provide a package of employment and training and related supportive services to CalFresh participants. Counties have considerable flexibility to determine which CalFresh participants to serve, which specific services to offer, and who will provide the services. Allowable components include job search, job search training, workfare, work experience or training, educational programs, self-employment programs, and job retention. This federal funding for the CalFresh E&T Program is provided to states annually through grants, which is passed to counties. The vision and mission of California's E&T program is to increase the employment and earning capacity of CalFresh recipients by maximizing their access to CalFresh E&T, supportive services, skills and credentialing. This vision and mission align with the program's strategic goals:

1. Increase job placement, retention and wages
2. Increase CalFresh E&T participation across a dynamic mix of people, communities and cultures
3. Increase employability by removing barriers to employment
4. Increase skills attainment and credentialing
5. Lead an efficient and effective customer focused E&T program

The shared objective to make progress on these goals, combined with the increasing need for a skilled workforce, is a unique opportunity to help CalFresh recipients move into new and better paying jobs. Further, the program's emphasis on providing participants the chance to build skills and receive job-driven training, while providing the necessary supportive services, makes CalFresh E&T a critical component of California's workforce system.

The United States Department of Agriculture, Food and Nutrition Service (FNS) requires that states offer employment and training services to CalFresh participants. Every year, county welfare departments that choose to participate in CalFresh E&T develop a county E&T plan. County plans, which were due June 30, 2021, are then combined into a statewide E&T plan, which was submitted to FNS for approval by August 13, 2021. Kings County's plan was submitted and approved, along with the other California counties, to continue a CalFresh E&T program in FFY 2022.

HSA requests to provide employment and training Program services to Non-Assistance CalFresh program recipients and some CalWORKs program recipients through a partnership with RaB. RaB is a community based organization that has successfully implemented an employment and training model in Kings County and several California counties. On March 26, 2019, the Board approved RaB's current contract (Board Agreement

Agenda Item

AGREEMENT WITH READING AND BEYOND FOR EMPLOYMENT AND TRAINING PROGRAM SERVICES

OCTOBER 19, 2021

Page 3 of 3

No. 19-020) to provide and partner with HSA for CalFresh E&T Program services, for which RaB has been providing successful services since.

The Purchasing Manager has reviewed and approved a sole source justification request for this contractor.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2021, between the County of Kings, a political subdivision of the State of California ("County") and Reading and Beyond, a California nonprofit public benefit corporation ("Contractor") (singularly a "Party," collectively the "Parties").

R E C I T A L S

WHEREAS, County requires for employment and training services for recipients of Non-Assistance CalFresh ("CalFresh Services");

WHEREAS, County needs services for a one (1) year pilot project for employment and training services for recipients of California Work Opportunity and Responsibility to Kids ("CalWORKs Pilot Project");

WHEREAS, County will determine whether to continue services tested by the CalWORKs Pilot Project beyond September 30, 2022, based on its assessment of the CalWORKs Pilot Project results; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

Contractor affirms that it possesses current, valid, and appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt

status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

County shall pay Contractor up to the following maximum amounts, in accordance with and as detailed in **Exhibit B**:

	FY 2021/2022	FY 2022/2023	FY 2023/2024
CalFresh Services	\$150,807.00	\$156,810.00	\$162,932.00
CalWORKS Services	<u>\$76,663.50</u>	<u>\$78,473.00</u>	<u>\$83,175.00</u>
	\$227,470.50	\$235,274.00	\$246,107.00

Contractor shall abide by the budget and itemized expenses in **Exhibit B**. Contractor is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration for services rendered under this Agreement, except as set forth in **Exhibit B**.

All funds provided under this Agreement must be completely expended by September 30, 2024. The County's obligation to pay Contractor is contingent upon County's receipt of federal and state funds. Both program activities and funding allocations are subject to immediate reduction or termination if state, federal or local funding or authorizations are reduced or terminated, at County's sole discretion.

Upon Contractor's submission of an invoice, and County's approval of the same, County shall pay Contractor monthly, in arrears, up to the maximum amount reflected in this Section 3. Each invoice must include a description of services rendered, to whom, date of service, and the charges.

Payments will be made on a cost reimbursement basis. Within thirty (30) calendar days following the last day of the month that services were delivered, Contractor shall invoice County for the actual cost allowable items it incurred. Contractor's invoices shall be in the format specified by County, and documented with reasonable detail required by the County's Auditor to establish the funds were spent as intended by this Agreement.

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

Upon receipt and approval of the monthly bill, County shall remit the amount of allowable reimbursement costs incurred in the performance of this Agreement, within thirty (30) calendar days after its timely receipt of the bill, and expenditure and statistical reports for each preceding calendar month.

Final payment will be made upon receipt of the reconciled expenditure and statistical reports for the period ending September 30, 2024. Final invoice for all costs under this Agreement must be submitted before October 31, 2024.

Contractor is responsible to pay for all audit exceptions resulting from audits performed by County, state, or federal agencies related to this Agreement. The County may hold final payment until all termination audits are completed.

Invoices and audits shall be submitted electronically to:

HSA.Contracts@co.kings.ca.us.

4. TERM

This Agreement commences on the October 1, 2021, and terminates on September 30, 2024, unless otherwise terminated in accordance with its terms.

Contractor shall perform the CalWORKS Pilot Project services beginning on October 1, 2021, and shall complete said services on or before September 30, 2022. County may extend the term of the CalWORKs Pilot Project component for two (2) additional, one (1) years terms, on the same terms and conditions (the "CalWORKs Option"). If County exercises this option, it shall submit written notice Contractor that it is exercising the CalWORKS Option by September 15, 2022.

Contractor shall perform the CalFresh services beginning on October 1, 2021, and shall complete said services on or before September 30, 2024.

5. RECORDS AND INSPECTIONS

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

6. AMENDMENTS

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

7. TERMINATION

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

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

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

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

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

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

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

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

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

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right to obtain indemnification from Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

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

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

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

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

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

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

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

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

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

9. INDEMNIFICATION

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

B. All Other Services: Other than in the performance of professional services,

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

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

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

Contractor shall executed and comply with the Assurances of Compliance with County Non-Discrimination, attached to this Agreement as **Exhibit C**. Contractor shall comply with the Office of Budget and Management Super Circular (2 C.F.R. 200), attached to this Agreement as **Exhibit D**.

Contractor shall comply with all state and federal confidentiality laws including, but

limited to, the Health Insurance Portability and Accessibility Act ("HIPAA") and its regulations as amended.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall not employ, nor retain any such person during the term of this Agreement. Services rendered by Contractor's associates or employees do not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty and shall disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

///

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

Neither Party bears responsibility for any delay caused by natural disaster, epidemic, war, civil disturbance, labor dispute or other cause beyond a Party's reasonable control, provided the delays Party submits written notice 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

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

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

Sanja K. Bugay, Director
Kings County Human Services Agency
1400 West Lacey Blvd., Building #12
Hanford, CA 93230

Contractor

Luis Santana, Executive Director
Reading and Beyond
4670 E. Butler Avenue.
Fresno, CA 93702

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

21. SEVERABILITY

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

24. SINGLE AUDIT ACT

Contractor, as a vendor of state and federal financial assistance, agrees to conduct an annual audit in accordance with the requirements of the Single Audit Act of 1984. Such audit shall be delivered to the County's Auditor-Controller and HSA for review no later than December 31, 2024.

A. Failure to perform the requisite audit functions as required by this section may result in County performing any necessary audit tasks or, at County's option, in County contracting with a public accountant to perform the audit, at Contractor's sole expense.

B. Audit findings/exceptions/sanctions. Contractor is responsible for any and all audit findings, exceptions and sanctions relative to Contractor's performance under this Agreement. Under no circumstances is the county responsible for these costs relative to this Agreement or any other agreement.

25. Subrecipient

Contractor is a Subrecipient because under this Agreement, it will be a non-Federal entity in receipt of pass-through funds for carrying out a portion of a federal award. Characteristics that support classifying a non-Federal entity include:

- A. Determines who is eligible to receive what Federal assistance:
- B. Has its performance measured in relation to whether objectives of a Federal program were met;
- C. Has responsibility for programmatic decision making;
- D. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- E. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section and set forth in **Exhibit D**.

26. **ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES**

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

./././

26. ELECTRONIC SIGNATURES; COUNTERPARTS

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

An original, executed Agreement may be imaged and electronically stored ("Electronic Copy"). The Parties may use an Electronic Copy in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the Electronic Agreement under the claim it was not originated or maintained in paper form.

27. AUTHORITY

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

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

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

COUNTY OF KINGS

READING AND BEYOND

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

By: _____
Luis Santana, Executive Director

ATTEST

Reviewed and Recommended

By: _____
Catherine Venturella, Clerk of the Board

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

Approved as to Endorsements Received

By: _____
Sande Huddleston, Risk Manager

By: _____
Atonya Moore, Fiscal Program Manager
Human Services Agency

APPROVED AS TO FORM

Diane Freeman, Interim County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

Cindy Crose Kliever
2021.09.23 15:45:42
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Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Compensation/Fees

Exhibit C: Assurance of Compliance with County Non-Discrimination

Exhibit D: OMB Super Circular (2 C.F.R. 200) requirements

EXHIBIT A

Scope of Work

SUMMARY

Reading and Beyond (RaB) shall provide a CalFresh Employment and Training (E&T) program for Non-Assistance CalFresh families which will include Job Club/Job Search Training, Education, Self-Employment and Job Retention services as well as assisting with access to work experience and vocational training opportunities. Based on individual needs, RaB shall also provide additional services to Non-Assistance CalFresh families and California Work Opportunity and Responsibility to Kids (CalWORKs) program families to improve employment including, but not limited to, parenting skills, life skills, nutrition education and reimbursements for transportation, clothing, work/education related tools/materials, work licenses, as well as other supportive services, information and referral services.

TARGET POPULATION

Unemployed or underemployed Non-Assistance CalFresh (NACF) beneficiaries and CalWORKs beneficiaries living in Kings County over the age of 18.

CONTRACTOR RESPONSIBILITIES

RaB shall provide employment and training services to clients referred and accepted to the program. When a referral is received, RaB shall review the referral, conduct an intake assessment, and provide services accordingly. RaB shall ensure all participants are and remain CalFresh and/or CalWORKs eligible through monthly reports from the County of Kings. RaB shall maintain secure participant case files and limit access to ensure confidentiality.

RaB shall provide the following services:

A. Case Management Services: RaB shall develop a comprehensive service plan for each participant that includes, but is not limited to, the following:

1. Intake: Conduct individual program orientation; interview individual participant to identify strengths, weaknesses, needs and issues, including social housing, transportation, child care, medical, environment, physical, emotional and financial issues. Assess family members' needs and concerns, work and education background.

2. Service Plan: Develop a service plan for the individual and family that includes activities to be undertaken by the participant and services to be provided by RaB in order to meet the service objectives and goals. The service plan shall also include a plan to ensure services are provided appropriately and timely. Plan shall also include reassessment to determine progress toward established goals.

B. Job Search Assistance and provide Job Search Training consisting of curriculum that includes, but is not limited to, the following:

1. Effective verbal and written communication
2. Problem solving

3. Employer expectations
4. Appropriate dress and hygiene
5. Interview skills
6. Continuing education
7. Goal setting and attainment
8. Obtaining and retaining employment
9. Lifelong learning
10. Teamwork
11. Resume preparation
12. Money management

C. Education: Individuals determined by a Career & Family Navigator to require additional education will be provided the following:

1. Enrollment in Workforce Investment Board sponsored trainings;
2. Enrollment in appropriate certificate training program;
3. GED/High School Diploma preparation;
4. Adult Basic Education, digital literacy and language improvement;
5. Traditional post-secondary education including Associate's and Bachelor's Degree.

D. Job Retention: Provide job retention services, up to 90 days after exceeding the gross income limit to qualify for CalFresh benefits, to assist participants in retaining jobs and/or promoting to better jobs. Career and Family Navigators will provide follow-up services to monitor and evaluate progress toward job retention and self-sufficiency. Job Retention services include:

1. Supportive services including reimbursements for transportation, ancillary items,
2. Monthly Case Management including job coaching, financial counseling, social support development, problem solving for childcare and transportation issues, and evaluation for the success of the placement and participant satisfaction with the services.

E. RaB shall maintain an individual electronic case file on each participant that includes, but not limited to, the following:

1. Documentation of referral and verified eligibility from County;
2. Intake information and assessment;
3. Individual service plan and updates;
4. Case narrative: chronological record of individual interviews, counseling sessions, services provided and/or other relevant contacts with participants, including dates, situations, actions taken and results;
5. Relevant and/or appropriate information, documentation, and correspondence relating to services provided to participants;
6. Attendance, progress and completion records for each component/program activity;
7. Job application and resume; and
8. Termination summary indicating reason for termination, services provided and outcomes.

9. Completion summary indicating services provided and outcomes

F. Collect the following CalFresh E&T data monthly, quarterly, and federal fiscal year, and make available to HSA on a monthly basis:

1. Participant's name
2. Participant's Social Security Number
3. Participant's date of birth
4. Participant's sex
5. Participant's E&T component
6. Participant's program start and end dates
7. Participant's E&T component start and end dates
8. Participant's E&T component successful completion status
9. Participant's Able Bodied Adult Without Dependents status
10. Participant's high school graduate or GED status
11. If Participant is an English as a Second Language client
12. Number of referrals received from HSA
13. Information for participants referred but not served

G. Provide information needed for Quarterly Progress Reports as required by the California Department of Social Services, including number of participants, expenditures, challenges, and program growth opportunities.

H. Conduct oral presentations summarizing annual results of program participation for HSA staff, prior to the end of each federal fiscal year. The presentation will include a review of the cumulative data collected for participants, component participation, successful component completions, participants that discontinued services, and review of performance measures.

I. RaB shall meet with County staff monthly to exchange pertinent information, resolve problems and work together to coordinate services. RaB's staff shall meet with County staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

A. Identify and refer CalFresh E&T participants and/or CalWORKs participants to RaB.

B. Participants targeted and referred by HSA will be screened for appropriateness using the following guidelines:

1. Be an applicant or recipient in a Non-Assistance CalFresh and/or CalWORKs household over the age of 18.
2. Demonstrate a desire to obtain employment
3. Demonstrate the availability to participate in a CalFresh E&T component

C. Collaborate with RaB on the provision of employment and training services to participants, including providing eligibility information and eligibility retention.

D. Review CalFresh E&T report and CalWORKs participant data monthly.

E. Submit CalFresh E&T quarterly participant report and quarterly status reports to the California Department of Social Services.

F. Meet with RaB on a monthly basis to discuss CalFresh E&T and CalWORKs employment and training services, review performance, and discuss specific participant cases. County staff shall meet with RaB's staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.

G. HSA will verify customer eligibility at enrollment and monthly through participant lists supplied by RaB.

H. County will be providing building and space needs for RaB staff.

PERFORMANCE MEASURES (Measures are meant to apply to the performance period of three years, rather than each individual federal fiscal year.)

Performance Measure Expected Level of Performance	October 1, 2021 - September 30, 2022	October 1, 2022 - September 30, 2023	October 1, 2023 - September 30, 2024
<u>Performance Measure 1:</u> Enrollment: The number of unduplicated NACF recipients enrolled in CalFresh E&T services by the end of the contract term. For CalWORKs participants:	133 NACF recipients enrolled in E&T services (33 new/100 carryover) Up to 10 CW recipients	191 NACF recipients enrolled in E&T services (91 new/100 carryover) Up to 10 CW recipients	176 NACF recipients enrolled in E&T services (76 new/100 carryover) Up to 10 CW recipients
<u>Performance Measure 2:</u> Entered Employment or Achieved Wage Progression: Number of participants placed in employment or achieving wage progression during program participation.	50% enrolled participants	50% enrolled participants	50% enrolled participants

<u>Performance Measure 3:</u> Job Retention at 90 Days: Participants who are placed in new positions will maintain that position for up to 90 days.	50% of participants who entered employment	50% of participants who entered employment	50% of participants who entered employment
<u>Performance Measure 4:</u> CalFresh Benefits Termination: Participants who entered employment will have terminated CalFresh benefits during program participation.	30% of participants who entered employment	30% of participants who entered employment	30% of participants who entered employment
<u>Performance Measure 5:</u> CalFresh Benefits Reduction: Participants who entered employment will have reduced CalFresh benefits during program participation.	70% of participants who entered employment	70% of participants who entered employment	70% of participants who entered employment
<u>Performance Measure 6:</u> Enrolled in a Vocational or Educational Program: Participants will be enrolled in educational or vocational programs.	50% of participants receiving program services	50% of participants receiving program services	50% of participants receiving program services
<u>Performance Measure 7:</u> Completing or persisting in a vocational or educational program: Participants enrolled in educational or vocational programs will complete their educational goals OR continue their educational goals at least half-time with at least a 2.0 GPA.	50% of participants enrolled in vocational or educational program	50% of participants enrolled in vocational or educational program	50% of participants enrolled in vocational or educational program

EXHIBIT B

Operating Budget

CalFresh Employment and Training Services

	2021-2022	2022-2023	2023-2024
	Budget	Budget	Budget
Salaries			
Bridge Academy Manager (0.10 FTE)	\$6,819.00	\$7,160.00	\$7,500.00
Career & Family Navigator (1 FTE)	\$41,600.00	\$43,680.00	\$45,760.00
Career & Family Navigator (1 FTE)	\$35,360.00	\$37,128.00	\$38,896.00
Total Salaries	\$83,779.00	\$87,968.00	\$92,156.00
Payroll Taxes & Benefits			
Payroll Taxes	\$7,121.00	\$7,477.00	\$7,833.00
Health Insurance	\$11,970.00	\$12,348.00	\$12,852.00
Retirement Contribution	\$3,351.00	\$3,519.00	\$3,686.00
Annual Leave Benefit	\$950.00	\$950.00	\$950.00
SUBTOTALS	\$107,171.00	\$112,262.00	\$117,477.00
Insurance (Workers Comp and Liability)	\$1,019.00	\$1,234.00	\$1,465.00
Mileage	\$2,452.00	\$2,452.00	\$2,452.00
Supplies	\$1,000.00	\$1,000.00	\$1,000.00
Printing & Copying	\$500.00	\$500.00	\$500.00
Communication	\$3,137.00	\$3,280.00	\$3,408.00
50-50 Ancillary Support Costs	\$24,000.00	\$24,000.00	\$24,000.00
SUBTOTALS	\$32,108.00	\$32,466.00	\$32,825.00
Indirect Costs @ 10%	\$11,528.00	\$12,073.00	\$12,630.00
TOTALS	\$150,807.00	\$156,801.00	\$162,932.00
CalFresh E&T 100% Funds	\$59,016.00	\$59,016.00	\$59,016.00
CF E&T 50% Administrative Match	\$33,895.50	\$36,892.50	\$39,958.00
CF E&T Transportation and Ancillary Match	\$12,000.00	\$12,000.00	\$12,000.00
Reading and Beyond Match	\$45,895.50	\$48,892.50	\$51,958.00
Total	\$150,807.00	\$156,801.00	\$162,932.00

EXHIBIT B

Operating Budget

CalWORKs Employment and Training Services

	2021-2022	2022-2023	2023-2024
	Budget	Budget	Budget
Salaries			
Bridge Academy Manager (0.10 FTE)	\$6,819.00	\$7,160.00	\$7,500.00
Career & Family Navigator (1 FTE)	\$41,600.00	\$44,720.00	\$47,840.00
Total Salaries	\$48,419.00	\$51,880.00	\$55,340.00
Payroll Taxes & Benefits			
Payroll Taxes	\$4,116.00	\$4,410.00	\$4,704.00
Health Insurance	\$5,700.00	\$6,000.00	\$6,300.00
Retirement Contribution	\$1,937.00	\$2,075.00	\$2,214.00
Annual Leave Benefit	\$475.00	\$475.00	\$475.00
SUBTOTALS	\$60,647.00	\$64,840.00	\$69,033.00
Insurance (Workers Comp and Liability)	\$842.00	\$859.00	\$877.00
Mileage	\$2,000.00	\$2,000.00	\$2,000.00
Supplies	\$1,000.00	\$1,000.00	\$1,000.00
Printing & Copying	\$1,000.00	\$1,000.00	\$1,000.00
Communication	\$1,568.50	\$1,640.00	\$1,704.00
Laptop & Desktop Computers	\$2,900.00	\$0.00	\$0.00
SUBTOTALS	\$9,310.50	\$6,499.00	\$6,581.00
Indirect Costs @ 10%	\$6,706.00	\$7,134.00	\$7,561.00
TOTALS	\$76,663.50	\$78,473.00	\$83,175.00

Operating Budget Summary

	2021-2022 Budget	2022-2023 Budget	2023-2024 Budget
CalFresh E&T	\$150,807.00	\$156,801.00	\$162,932.00
CalWORKs	\$76,663.50	\$78,473.00	\$83,175.00
Total	\$227,470.50	\$235,274.00	\$246,107.00

Exhibit C

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

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

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

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

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

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

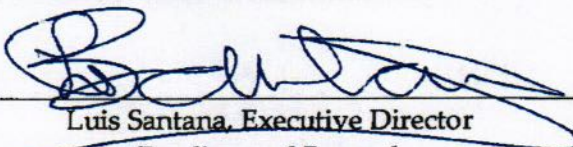

Luis Santana, Executive Director
Reading and Beyond

Exhibit D

Office of Management and Budget, (OMB) Super Circular, (2 CFR 200) requirements

The federal Office of Management and Budget, (OMB) Super Circular, (2 CFR 200) requires County to inform Contractor they are a subrecipient of federal grant funds. Having been identified as such (see paragraph Subrecipient), County is required to inform Contractor the following information:

1. CFDA 10.561 and SNAP E&T 100 Percent funds; SNAP E&T 50 percent funds; SNAP E&T 50 percent Participant Reimbursement; TANF
2. Federal Award Identification Number 217CACA4Q7503; 217CACA4S2519; 217CACA4S2520; 2101CATANF
3. Federal Award Date 04/01/21
4. Federal Award Period of Performance 10/1/21 and 09/30/24
5. Federal Awarding Agency FNS; ACF
1. Federal Award Project Description This is a county administered, state supervised program for CalFresh Employment and Training (E&T). This is California's E&T program for Non-Assistance CalFresh applicants and recipients. This is a county administered, state supervised program for CalFresh E&T. This is California's E&T program for Non-Assistance CalFresh applicants and recipients to receive transportation, ancillary costs, and dependent care; This county administered, state supervised program is designed to achieve the following TANF goals: 1) Provide assistance to needy families so that children may be cared for in their own homes or in the home of relatives; 2) End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage; 3) Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and 4) Encourage the formation and maintenance of two-parent families..

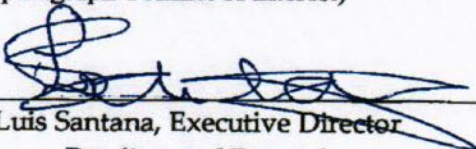
WHEREAS, the County is hereby awarding the following Federal Funds:

1. \$415,360.00 of federal funds obligated by this action to subrecipient
2. 21% is the Indirect Cost Rate for Federal Award
3. This is not a Research and Development Award

An award or contract cannot be made to a subrecipient or contractor who has been identified as suspended or debarred in the System for Award Management (SAM).

Additionally the Contractor must:

Contractor must disclose in writing any potential conflict of interest to County. Conflict of interest is any situation where Contractor is unable or appears to be unable to be impartial in conduction an action involving the County. (See paragraph Conflict of Interest)


Luis Santana, Executive Director
Reading and Beyond

COUNTY OF KINGS PURCHASING DEPARTMENT

SOLE SOURCE JUSTIFICATION

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

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

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



a. The requested vendor provides vital services and is compatible with required Statewide policies and procedures.

California Department of Social Services Manual of Policy and Procedures (MPP) Section 63-407.8

CDSS All County Welfare Director's Letter dated May 5, 2021

Current Estimated Value \$708,851.50 over three FFYs



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



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



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

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

HSA is currently providing CalFresh Employment & Training (CF E&T) Services to Non-Assistance CalFresh (NACF) beneficiaries through a partnership and contract with Reading and Beyond (RaB). RaB is a Community Based Organization (CBO) who has successfully implemented an employment and training model in several Central Valley Counties. The primary goal is to assist NACF participants find and retain employment that will lead to reducing or eliminating the need for CalFresh assistance. E&T participants can be assigned to a variety of employment and training activities, which include, Job Search, Job Search Training, Self-employment Training, Education, and Job Retention. In addition to participation in an E&T component, participants receive case management and supportive services in an effort to remove some of the potential barriers to participation in CalFresh E&T.

Funding for CF E&T is a reimbursement program. In a reimbursement program, in order to be eligible for payment, funds for allowable activities must be expended first, after which USDA's Food and Nutrition Services agency reimburses the State/County for 50% of expenditures. The reimbursement model requires that an expense occurred. This requires agencies that administer CF E&T to expend their own funds first, then will be reimbursed.

This funding requirement limits consideration from the agencies in this area from partnering with HSA to administer the CF E&T program. For example, in July 2021, the Job Training Office explored but withdrew their offer to contract and provide these services since they were unable to provide the upfront funding needed to be reimbursed.

The delivery of CF E&T services for Reading and Beyond come from non-federal funds supplied their private foundation funders including the James Irvine Foundation, Wells Fargo and Bank of America. Reading and Beyond

has provided CF E&T services since April 2019 and continue to demonstrate successful outcomes and service delivery of CF E&T services and case management, contributing to the self-sufficiency of many clients.

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

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

Maria Rodriguez-Lopez, Deputy Director; Aime Hernandez, Program Manager; Debra Oliveira, Program Manager; Brandon Moreno, Program Specialist

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

Signature	Printed Name and Title	Date
<u><i>Maria Rodriguez-Lopez</i></u>	<u>Maria Rodriguez-Lopez Deputy Director</u>	<u>09.22.21</u>
<small>DocuSigned by:</small>		
Purchasing Manager: Approved as written <input checked="" type="checkbox"/> Rejected <input type="checkbox"/>	Signed <u><i>Evan Jones</i></u>	
	<small>88223688730411A2</small>	
	<u>Evan C. Jones, Purchasing Manager</u>	



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: Human Services Agency – Sanja Bugay/Wendy Osikafo

SUBJECT: AGREEMENT WITH THE UNIVERSITY OF CALIFORNIA, DAVIS FOR
STAFF TRAINING

SUMMARY:

Overview:

The Human Services Agency (HSA) continues to join with other county welfare agencies in forming a consortium with the University of California (UC), Davis for the purpose of providing training to agency staff. The trainings are tailored to meet the needs of the County as outlined in *The Human Services Agency Annual Training Plan*. All contracted UC Davis training within the county consortium are available to agency staff.

Recommendation:

Approve the agreement with the University of California, Davis for the purpose of Eligibility Services, Supportive Services, Employment Services, Adult Protective Services, and Child Welfare Worker trainings.

Fiscal Impact:

The cost of the services provided under the agreement is \$237,150. The total cost is included in HSA's Fiscal Year (FY) 2021-2022 Adopted Budget with no General Fund expenses associated with this agreement.

BACKGROUND:

HSA has contracted with UC Davis through its Davis Campus Continuing and Professional Education for several years. The last agreement was executed by the Board on November 3, 2020 (Board Agreement No. #20-129).

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH THE UNIVERSITY OF CALIFORNIA, DAVIS FOR STAFF TRAINING

October 19, 2021

Page 2 of 2

The UC Davis Extension Center for Human Services began as a partnership between California county social welfare departments, the California Department of Social Services, and the University of California System over 35 years ago to provide specialized training to small rural counties. Its goal was to provide support for the change initiatives in Social Welfare programs, and to ensure that small counties had the resources available to follow best practices on par with bigger organizations. Currently, the Extension Center provides training to all 58 California counties, the Extension Center also sponsors forums, conferences, provides research, assessments, and recommendations on social matters.

Examples of trainings that UC Davis provides are managerial, leadership, frontline supervisor, team building, the supplemental nutrition assistance program (CalFresh), defusing hostile situations, and being effective with difficult people. The trainings are for eligibility, supportive services, employment services, child welfare workers, and administrative staff. Training is also provided to all managers and supervisors within HSA. These trainings are conducted at both offsite and onsite locations.

The Purchasing Manager reviewed and approved a Sole Source request based on the continued partnership between UC Davis, California Department of Social Services, and county welfare departments for trainings that align with state and federal laws and regulations.

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

TRAINING SERVICES AGREEMENT
(COUNTY OF KINGS)

THIS AGREEMENT ("**Agreement**") is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("**University**"), on behalf of its Davis Campus Continuing and Professional Education (the "**CPE**") and COUNTY OF KINGS ("**User**").

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program ("**Program**") and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives ("**Exhibit B**", if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program ("**Program**") as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the "**Services**"). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from December 1, 2021 and continue through November 30, 2022. All courses must be completed by November 30, 2022.
3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within

thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. **County Funding:** The parties agree and acknowledge User's obligation to make payments to University is contingent upon receipt of funds from California Department of Social Services. Both program activities and funding are subject to immediate reduction or termination in the event of the reduction or termination of funding or authorization.
5. **Rules, Regulations, Policies and Guidelines:** When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
6. **Indemnification:** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
7. **Insurance:** University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000
 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

- f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.
- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

8. Non-Liability of University:

- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
- b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
- c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

9. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard all identifying information, including names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institutions Code Section 10850.

- a. University's Obligation: Subject to Welfare and Institutions Code Section 10850, University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University; however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

- b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.
 - c. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
- 10. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 - 11. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
 - 12. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
 - 13. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
 - 14. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
 - 15. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's reasonable control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and

unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

16. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
17. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
 - a. An investment worth \$2,000 or more in User or its affiliate;
 - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
 - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
 - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

18. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
19. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This**

contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

20. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“CANRA”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

21. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Jennifer Lowery
Research Analyst
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: jndavis@ucdavis.edu

USER
Sanja K. Bugay
Director, HSA
County of Kings
Human Services Agency
1400 W Lacey Blvd, Bldg 12
Hanford, CA 93230
E-mail: jay.wood@co.kings.ca.us

ADDITIONAL UNIVERSITY
Tim Belding
Financial Services Analyst 3
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: twbelding@ucdavis.edu

22. Attorneys’ Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

23. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
24. Governing Law: This Agreement shall be construed pursuant to California law. Jurisdiction shall be in California and venue in Kings County, California.
25. ADA Compliance: University shall ensure that all their employees, agents or subcontractors providing services to User through this Agreement shall receive a copy of or have access made available to the User's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as Exhibit C.
26. Compliance with Law: University shall comply with all federal, state and local laws and regulations.
27. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
28. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
29. Counterparts: The parties may execute this Agreement in one or more counterparts. All counterparts shall be construed together and shall constitute one agreement. The Parties agree that the electronic signatures by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement.
30. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

Signatures on next page

AGREED AND ACCEPTED:

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: STEVEN KOBAYASHI
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

Digitally signed by STEVEN KOBAYASHI
DN: cn=STEVEN KOBAYASHI, o=The Regents of the
University of California, ou=Procurement & Contracting
Services, email=stkobayashi@ucdavis.edu, c=US
Date: 2021.09.08 11:49:59 -0700
Adobe Acrobat version: 2021.005.20060

Date: September 8, 2021

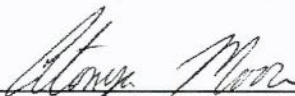
COUNTY OF KINGS

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

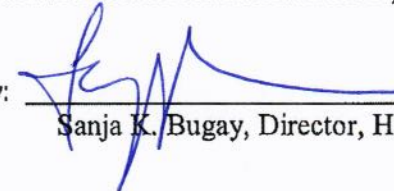
Date: _____

ATTEST:


By: _____
Catherine Venturella, Clerk of the Board

By: 
Atonya Moore, Fiscal Program Manager, HSA

Reviewed and Recommended for Approval

By: 
Sanja K. Bugay, Director, HSA

Approved as to form:
Carrie Woolley, Interim County Counsel

By: 
Cindy Crose Kliever
Deputy County Counsel

Cindy Crose Kliever
2021.09.08 10:56:57
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Approved and Endorsements Received

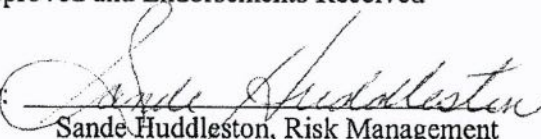
By: 
Sande Huddleston, Risk Management

EXHIBIT A

TRAINING PROGRAM

1. 60.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Training Units	CHS Daily Rate		
60.00	\$ 4,250.00	\$255,000.00	Total Contract Amount
		(\$17,850.00)	Less CPE 7% Cost Share
		\$237,150.00	Total Client Contract Share

Exhibit B

N/A

Exhibit C

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

COUNTY OF KINGS PURCHASING DEPARTMENT
SOLE SOURCE JUSTIFICATION

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

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

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

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

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value \$

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

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

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

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary. **Please see attached document.**

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

4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase. Not Applicable

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

Signature



Printed Name and Title
Jay Wood, Staff Support Manager

Date 14 Sep 2021

Purchasing Manager: Approved as written ☒ Rejected ☐ Signed 

~~Dan Willhite~~, Purchasing Manager
EVAN C. JONES

University of California Davis, Training Services Contract #13
Sole Source Form

The UC Davis Extension Center for Human Services began as a partnership between California county social welfare departments, the California Department of Social Services and the University of California System over 35 years ago to provide specialized training to small rural counties. Its goal was to provide support for the change initiatives in Social Welfare programs and to ensure that small counties had the resources available to follow best practices on par with bigger organizations. Currently, the Center provides training to all 58 California counties as well as sponsoring forums, conferences, providing research, assessment and recommendations on social welfare matters.

The Kings County Human Services Agency specifically contracts with the Center to provide specialized training for Child Welfare, Supportive Services, Adult Protective Services and Benefits and Employment Training staff as well as the associated support staff. The training is conducted at both offsite and onsite locations. We have also taken advantage of the Center's mentoring to assist the Agency in implementing best practices and ensure compliance with changes in the State and Federal regulations. The Center offers a unique and singular service to small and medium counties that would otherwise not be able to provide the full scope of training, support and education services to their staff and remain on par with larger Agencies.

Kings County Human Services Agency has benefited from the Center's services since the inception of the partnership and has had annual contracts with the Center to provide onsite and offsite training for the past 18 years.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 12, 2021

SUBMITTED BY: Library – Natalie R. Rencher/Tanya Russell

SUBJECT: FARBER SPECIALTY VEHICLES AGREEMENT WITH THE KINGS
COUNTY LIBRARY

SUMMARY:

Overview:

An agreement between Farber Specialty Vehicles and the Kings County Library is being brought forward for consideration for the purchase of a vehicle that will serve as a mobile library unit.

Recommendation:

- a. Approve the agreement with Farber Specialty Vehicles, Incorporated to purchase a vehicle for the mobile library unit; and
- b. Adopt the budget change (4/5 vote required).

Fiscal Impact:

There is no impact to County General Fund as Library is its own fund. The total cost of this agreement is \$238,000 and will be paid from Budget Unit 620000, Account 92089 (Motor Pool Services). \$205,000 of the agreement will be funded by the California State Library – Bringing the Library to You grant. The remaining \$33,000 will be reallocated from Account 92001 (Supplies and Materials), Account 92021 (Maintenance S. I. & G.) and Account 92037 (Professional Services) and placed into the Motor Pool Services account.

BACKGROUND:

On October 6, 2020, the Board approved The California State Library - Bringing the Library to You grant for \$205,000 to purchase a mobile library vehicle. On January 28, 2021, the County published a Request for Bid (RFB) for the purchase of a Ford E-450 Cutaway with conversion to be used as the mobile library unit. The County received two submittals as a result of the RFB: Farber Specialty Vehicles and General Truck Body
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FARBER SPECIALTY VEHICLES AGREEMENT WITH THE KINGS COUNTY LIBRARY

October 12, 2021

Page 2 of 2

Manufacturing Company. After the RFB was closed, the submitters were ranked and Farber Specialty Vehicles was selected as the preliminary awardee and given notice of intent to award, pending Board approval.

After finalizing the specifications and details of the mobile library unit and after including additional elements such as a vehicle wrap and other needed mobile library unit supplies, the grand total came to \$238,000. With the \$205,000 in grant funding, the remaining \$33,000 will be reallocated from existing expense allocations to cover the difference. Due to current spending trends and budget savings, the Library is able to reallocate appropriations of \$33,000 in a combination of Supplies and Materials, Maintenance S. I. & G., and Professional Services without interrupting any services to the community. These reallocated funds will cover the difference between the cost of the mobile library unit and what the state library grant provided.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2021, between the County of Kings, a political subdivision of the State of California ("County") and Farber Specialty Vehicles, Inc., an Ohio corporation ("Contractor") (singularly a "Party," collectively the "Parties").

RECITALS

WHEREAS, the County requires the purchase a 2021 or 2022 Ford F150, and services for the conversion of said vehicle into a mobile library and outreach vehicle;

WHEREAS, the Contractor was chosen to perform said services and purchase based on their response the Request for Bids; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The County engages Contractor and Contractor shall do, perform, and carry out the purchase and services set forth in the Outreach Vehicle Specifications attached to this Agreement as **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

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

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

Contractor shall obtain provide a performance guarantee at the discretion of the

County's Purchasing Manager within fourteen (14) days from the notice of award. A continuous performance bond in the amount of one hundred percent (100%) of the total amount of the award executed by a surety satisfactory to the Count and filed with the Purchasing Manager satisfies the performance guarantee obligation. Failure to furnish the performance guarantee is a material breach of this Agreement.

3. COMPENSATION

County shall pay Contractor the maximum sum of \$204,126.00 to purchase the Ford F150 and customize according to **Exhibit A**. Contractor is not entitled to, nor will receive any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in this Section 3.

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

4. TERM

This Agreement commences on March 26, 2021, and terminates on January 28, 2022, unless it is otherwise terminated earlier in accordance with its terms. Contractor shall deliver the completed vehicle no later than January 28, 2022. This Agreement has retroactive application from Mach 26, 2021.

5. RECORDS AND INSPECTIONS

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

6. AMENDMENTS

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

authorized by the Board.

7. TERMINATION

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

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

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

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

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

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

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

provide a Notice of Default to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

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

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right to obtain indemnification from Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

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

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

D. Insurance Limits. Contractor shall obtain the required insurance policies for the amounts set forth below, unless otherwise approved by the County's Risk Manager in

writing prior to the execution of this Agreement.

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

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

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

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

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

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

9. INDEMNIFICATION

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and shall

Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; d) Section 11, Compliance with Law; d) Section 12, Confidentiality; e) Section 13, Conflict of Interest; and f) Section 14, Nondiscrimination.

16. ASSIGNMENT

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

///

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

Natalie Rencher, Director
Kings County Library
301 North Douty Street
Hanford, CA 93230

Contractor

Farber Specialty Vehicles, Inc.
7052 Americana Parkway
Reynoldsburg, OH 43068

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

20. CHOICE OF LAW

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

Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If any of the provisions of this Agreement are found unenforceable, the remaining provisions remain enforceable as fully as possible and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

If any of the provisions of this Agreement are found unenforceable, the remaining provisions remain enforceable as fully as possible and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

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

23. NO THIRD PARTY BENEFICIARIES

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

24. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

25. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means. The electronic

signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective agreement.

An original, executed Agreement may be imaged and electronically stored ("Electronic Copy"). The Parties may use an Electronic Copy in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the Electronic Agreement under the claim it was not originated or maintained in paper form.

26. AUTHORITY

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

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

COUNTY OF KINGS

FARBER SPECIALTY VEHICLES, INC.

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

By: Martin Marek
Name: MARTIN MAREK
Title: DIRECTOR OF MARKETING

ATTEST

Approved as to Endorsements Received

By: _____
Catherine Venturella, Clerk of the Board

By: Sande Huddleston
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Diane Freeman, Interim County Counsel

By: Cindy Crose Kliever
Cindy Crose Kliever
2021.09.23 12:41:13 -07'00'
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:
Exhibit A: Scope of Work



Exhibit A

"Your partner for the road ahead!"

Kings County Library

Outreach Vehicle Specifications

Version 1.1

Released: 19-Jan-2021

Project #: SVS00432

Prepared for: Tanya Russell
Kings County Library
301 North Douty Street
Hanford, CA 93230

© Specialty Vehicle Services, LLC. 2021

3312 west sycamore street
franklin, wisconsin 53132 usa
PHONE: 262.679.9096
FACSIMILE: 262.457.4924
VEHICLESUCCESS.com

1. GENERAL SPECIFICATIONS

1.1. Scope

- 1.1.1. The intent of this specification is to describe the construction of one (1) 26-foot-long (approximate), cutaway vehicle into an outreach vehicle for use by the Kings County Library ("Library"). This unit shall be built on a Ford E-450 commercial cutaway RWD gasoline or equivalent chassis for adequate support of the conversion and technology as specified herein.
- 1.1.2. The vehicle described herein is intended to provide contemporary mobile outreach and technical services to patrons of all ages in an operationally efficient manner. The unit will operate within a rural environment in California and shall be designed and equipped to safely operate in an environment of relatively flat paved roadways. The unit will be kept outside when not in service.
- 1.1.3. It is the Library's utmost goal to ensure that this vehicle is well-equipped to operate efficiently and safely in this environment.
- 1.1.4. Weight loading will be of significant concern during the conversion of this vehicle due to limited payload capacity of this vehicle. Substantial effort has been put into the interior design with this factor in mind. Vendor is cautioned to use the lightest materials available that will meet all specifications as described herein.
- 1.1.5. The successful vendor shall furnish all materials not specifically denoted as "customer supplied", as well as the labor to complete the conversion of the outreach vehicle specified herein, as shown on the attached drawings, or as required to complete and/or exceed the general intent of these specifications.
- 1.1.6. These specifications have been developed by Specialty Vehicle Services, LLC. ("SVS") under contract with the Library.

1.2. Brand Names

- 1.2.1.1. Any reference to a specific manufacturer, make or model of product not followed by "or equivalent" or "or equal" may not be substituted.

1.3. Manuals and Documentation

- 1.3.1. The following shall be provided for each unit at the time the equipment is delivered:
 - 1.3.1.1. One (1) operator's manual sets for the chassis, body, generator, and each component installed.
 - 1.3.1.2. One (1) line set/order sheet for chassis.

- 1.3.1.3. "As built" electrical schematics accurately detailing AC and DC electrical systems used in the upfitting. One (1) certified CA state weight ticket issued at point of entry; front, rear and total.
- 1.3.1.4. Two (2) complete key sets (ignition/doors, body doors, interior locks, exterior locks); maximum keys per set shall be four (4).

1.4. New Equipment

- 1.4.1. Equipment shall be new (unused), and of manufacturer's current model year production and shall comply with all applicable Federal environmental, motor vehicle, and safety regulations. The conversion shall be equipped with all features and accessories considered standard for the make and model vehicle/equipment provided as well as those specifically detailed within this specification.

1.5. Quality & Standards

- 1.5.1. Conversion accessories shall be built and assembled in accordance with the specifications and shall conform to the best standard practices in the industry at the time of construction. All dimensions, weight, and performance values shall be in accordance to SAE J732c and J742b, as last revised. The vendor will provide all systems integration and testing. All electronics will be installed, fully operational, and tested by the vendor. The vehicle shall be equipped with all features and accessories considered standard for the make and model vehicle/equipment provided.
- 1.5.2. All equipment and construction methods shall meet all applicable regulations of the Occupational Safety and Health Act (OSHA), Federal Motor Vehicle Safety Standards (FMVSS), Department of Transportation (DOT), National Electrical Code (NEC), Federal and State noise and pollution control restrictions, and all other applicable local, state and/or federal regulations in effect at the time of execution.
- 1.5.3. All workmanship, welding, and construction shall be in the best manner of the trade. Workmanship shall be subject to inspection and approval by the Library.
- 1.5.4. Electrical and mechanical systems shall comply with all associated section and subsections of the California Health and Safety Code, Section 18026, including all external references, as enforced by the California Department of Housing and Community Development.
- 1.5.5. Welding fillets shall have good penetration, good fusion, good appearance, and shall show no cracks or undercutting.

1.6. Guarantee

- 1.6.1. The successful vendor shall furnish a chassis/body warranty stating that the equipment is suitable for the service intended in accordance with the specifications. Required warranty items and durations include:

Powertrain / drivetrain	5 years / 60,000 miles
Bumper-to-bumper	3 years / 36,000 miles
Rust through	5 years / unlimited miles
Roadside assistance	5 years / 60,000 miles

- 1.6.2. The vendor shall also furnish the Library with a minimum FULL ONE (1) YEAR WARRANTY and shall agree to replace and install without charge, within the warranty, any defective part or parts not suitable for the service intended or found to be defective due to poor workmanship. The warranty shall cover both parts and labor for installation and also include labor charges for diagnostics and/or troubleshooting. The proposal assessment will be weighted toward longer warranties and vendor is encouraged to offer, as an option, any available extended warranties with related literature and their costs. Warranty period shall start on the date the unit is put into service by the Library.
- 1.6.3. All warranty work shall be performed by the vendor within a reasonable time or repaired by the vendor at the Library facility. The Library reserves the right to schedule and complete warranty work at a local facility of its choice if requests for resolution are not satisfied in a reasonable time frame. Vendor shall be given proper notice of such intent prior to execution and an invoice shall be forwarded to the vendor for payment.
- 1.6.4. That the Library may be assured of being able to maintain and repair equipment purchased, there shall be a local service facility with a stock of repair parts identified with the vendor's proposal. These specifications also require that common wear parts such as filters and hoses be available within 24 hours and all other parts within 48 hours.
- 1.6.5. Proposal shall list names, locations, and contact information for the nearest authorized service, parts, and warranty facilities. This list shall include facilities related to chassis, power system, HVAC system, conversion, etc.

1.7. Inspections

- 1.7.1. The Library may make inspection visits during the vehicle conversion to help ensure specification compliance and trouble-free delivery. If the equipment/vehicle(s) are inspected after delivery and rejected because of deficiencies, it shall be the vendor's responsibility to pick up the vehicle, make

the necessary corrections, and re-deliver the vehicle for inspection and acceptance. Payment and/or the commencement of a discount period (if applicable) will not be made until the defects are corrected and the vehicle is returned to the library.

- 1.7.2. This vehicle is defined as a "Special Purpose Commercial Coach" (also "Special Purpose Commercial Modular") by the state of California and is subject to inspection by the California Department of Housing and Community Development ("HCD") or authorized third party representatives. These inspection(s), inspector coordination, and any attributed costs, shall be the responsibility of the vendor. Health and Safety Section 18012.5

1.8. Training

- 1.8.1. Vendor shall provide in service training and familiarization for operators and maintenance personnel. Training shall be conducted by factory-trained personnel and shall be comprehensive enough to allow Library staff to operate and maintain the equipment provided with maximum safety and design efficiencies.
 - 1.8.1.1. Training shall occur at the Library facilities at the time of delivery and last approximately 6 hours.

2. VEHICLE SPECIFICATIONS

2.1. Intent

- 2.1.1. It is the intent of the following section to describe the type of vehicle that shall be used for the outreach vehicle. Accessories and construction techniques not specifically mentioned herein, but necessary to furnish completed units ready for immediate use shall also be included.

2.2. Type

- 2.2.1. The cutaway chassis shall be a 2021 or current model year Ford E450 dual rear wheel cutaway van, equipped with a Supreme or equivalent 17' trade length aluminum van body with pass-through capabilities. The cutaway chassis, body and accessories shall be built and assembled in accordance with the specifications and best standard practices in the industry at the time of construction.

2.3. Capacities/Dimensions

- | | | |
|--------|--------------------------|-------------------------------|
| 2.3.1. | Overall exterior length: | 26' (approx.) |
| 2.3.2. | Overall exterior width: | 96" (excluding mirrors) |
| 2.3.3. | Overall exterior height: | 10' 6" (including AC) |
| 2.3.4. | Interior length: | 202" (load space) |
| 2.3.5. | Interior height: | 84.5" (excluding wheel wells) |
| 2.3.6. | Interior width: | 91" |
| 2.3.7. | Wheelbase: | 176" |
| 2.3.8. | Ground Clearance: | 12" (minimum) |
| 2.3.9. | GVWR: | 14,200 lbs. |

2.4. Chassis

- 2.4.1. 2021 or current model year Ford E450, dual rear wheels, 176" wheelbase.
- 2.4.1.1. Vehicle shall include all standard components for this type/style of vehicle, unless superseded by options specified herein.
- 2.4.2. Engine
- 2.4.2.1. 7.2L V8 premium gasoline engine, 350HP @ 3,900rpm.
- 2.4.2.2. 240A alternator.
- 2.4.3. Transmission

- 2.4.3.1. 6-speed automatic, heavy-duty, with tow/haul.
- 2.4.3.2. Auxiliary oil cooler
- 2.4.4. Suspension
 - 2.4.4.1. Front twin I-beam
 - 2.4.4.2. Rear full float axle.
- 2.4.5. Tires & Wheels
 - 2.4.5.1. Six (6) 16" x 6.0", painted steel wheels with six (6) LT225/75R16E all season, black wall tires, dual rear wheel configuration.
- 2.4.6. 4-wheel disc antilock braking system
- 2.4.7. 55-gallon fuel tank
- 2.4.8. Bumper; painted black
- 2.4.9. Grill; black
- 2.4.10. Air Conditioning
 - 2.4.10.1. Single zone, manual control dash (OEM) air conditioning
- 2.4.11. Driver and passenger front airbags with passenger side deactivation switch
- 2.4.12. Power windows and locks group
- 2.4.13. Seating arrangement; driver and front passenger high back bucket seats, adjustable, with head restraints, cloth trim and inboard arm rests.
- 2.4.14. Split sideview mirrors
- 2.4.15. Daytime running lights
- 2.4.16. Automatic lights and windshield wipers
- 2.4.17. Automatic windshield defroster
- 2.4.18. Back-up alarm
- 2.4.19. Auxiliary 7.5" sq. (approx.) hood-mounted cross view convex mirror, right hand side, to see ground area directly in front of bumper.
- 2.4.20. Cab paint; solid color chosen by Library from OEM selections post award.

2.5. Body

- 2.5.1. Supreme or equivalent, 17' aluminum truck body, 96" exterior width, 84.5" interior height.
- 2.5.2. Air deflector built-in to body, providing storage above vehicle cab area. Body shall have a sliding door for pass-through capabilities from the cab to the body.

- 2.5.3. 3" (maximum) I-beam cross-members; 12" OC
- 2.5.4. Side wall posts; 16" OC
- 2.5.5. .040" (minimum) pre-painted aluminum side sheeting
- 2.5.6. .080" (minimum) aluminum side deep skirting
- 2.5.7. Skirting shall be full perimeter of body with 12" minimum ground clearance
 - 2.5.7.1. Rear skirting shall include provisions for mounting license plate.
 - 2.5.7.2. Skirting behind rear wheels shall accommodate an adequate departure angle.
- 2.5.8. One-piece .032" (minimum) aluminum roof
- 2.5.9. Roof bows; 16" OC with reinforcements for A/C unit
- 2.5.10. FMVSS 108 lights and reflectors, LED at all locations
- 2.5.11. Aluminum or stainless-steel rear structure
- 2.5.12. 12-volt back-up alarm, 107dBA minimum
- 2.5.13. Rear mud flaps; no logos or advertising
- 2.5.14. 1-1/2" dense pine, flat floor with wheel boxes
- 2.5.15. Galvanized grip rear bumper, full width
- 2.5.16. Sliding cab access door
- 2.5.17. Body color: OEM White
- 2.5.18. 49" "narrow" double panel rear swing-out doors
 - 2.5.18.1. Doors shall include deep tinted safety glass upper fixed-pane windows
 - 2.5.18.2. Includes HD safety lock with inside release
 - 2.5.18.3. Doors shall include one (1) Yale 112 series or equivalent heavy-duty latch bolt in addition to the main latch. Latch bolt shall be keyed-alike to the side door.
- 2.5.19. 32"W x 80"H double panel commercial quality side door, mounted curbside.
 - 2.5.19.1. Door shall have clear safety glass upper horizontal sliding window with screen, and clear safety lower fixed-pane window.
 - 2.5.19.2. Door shall utilize continuous stainless steel, aluminum or similar non-corrosive type vertically-mounted hinges.
 - 2.5.19.3. One (1) Trimark slam lock or equivalent entry door latch hardware with integral dead bolt shall be installed.
 - 2.5.19.4. One (1) Yale 112 series or equivalent heavy-duty latch bolt shall be installed in addition to the main latch. Latch bolt shall be keyed-alike to rear doors.

- 2.5.19.5. Step well shall be a two-step configuration with 10" - 12" deep treads and 7" - 9" high risers. Step wells shall contain 12VDC lighting to assist with entry/egress.

2.5.20. Insulation

- 2.5.20.1. 2" (typ.) Styrofoam or equivalent walls and ceiling

- 2.5.20.2. Two-part spray foam insulation under floor structure.

- 2.5.20.2.1. Floor insulation shall be covered with rubberized undercoating for additional protection.

2.5.21. Lining

- 2.5.21.1. 3/8" full height plywood walls

- 2.5.21.2. 3/8" plywood ceiling

3. CONVERSION SPECIFICATIONS

3.1. Exterior

3.1.1. Curbside entry door.

- 3.1.1.1. Door shall be fitted with one (1) Yale 5100 series or equivalent door closer each to control the movement of the door.

- 3.1.1.2. Door shall be equipped with one (1) heavy-duty, cast aluminum, positive hold-open device each.

- 3.1.1.3. Door interior shall be finished to compliment interior.

- 3.1.1.4. Door interior shall include a pull-handle to assist in closing the door.

- 3.1.1.5. Door/step well area shall be outfitted with a total of four (4) 1.25" diameter stainless steel handrails each to provide solid entry/egress assistance.

- 3.1.1.5.1. One (1) 36" approximate length handrail shall be installed vertically on the exterior, just aft of the door.

- 3.1.1.5.2. Two (2) angle-mounted handrails with two (2) lateral rails each shall be installed one each side of the step well; 1 at "adult" height and 1 at "kid" height.

- 3.1.1.6. One (1) electric-operated, single auxiliary step or approved equal shall be installed beneath the step well. Steps shall be finished with a non-skid surface. Steps shall be configured with a single adjustable valve to control the extent/retract speed of the steps and a single dash-mounted control valve for both steps.

- 3.1.1.6.1. Height of deployed steps shall be consistent with the overall staircase run - for smooth patron entry/egress.
- 3.1.1.6.2. Height of retracted steps shall impede clearance requirements of section 2.3.8.
- 3.1.1.6.3. Steps shall be finished with a non-skid surface and a safety yellow, non-skid front strip.
- 3.1.1.6.4. Steps shall include an audible/visual indicator system to warn the driver that the step is extended when the ignition key is activated.
- 3.1.1.6.5. Steps shall be controlled by the condition of the associated door and have a local switch to allow the steps to temporarily stay out, but automatically retract when the ignition key is activated.
- 3.1.2. Two (2) 26"T x 24"W (approximate) half-slide windows with screens shall be installed in the side walls, as depicted in the concept drawing.
 - 3.1.2.1. Windows shall be dark tinted.
 - 3.1.2.2. All glass furnished shall be automotive approved safety type. All glass shall be safety glazed and meet DOT GMVSS 205, SAE recommended practice J673b and J674a, and ANSI "Safety Code for Safety Glazing Materials" Z26.1-1977 as supplemented by Z26.1a-1980.
- 3.1.3. Two (2) 14" x 22" single dome white acrylic skylights shall be installed with white PVC interior trim.
- 3.1.4. One (1) generator compartment shall be fabricated to mount and enclose the generator. Generator mounting shall be configured to allow easy access to the unit for service, as well as easy removal of the unit for overhauls. This compartment shall be located on the driver's side.

This compartment MUST maintain a minimum 12" ground clearance.

- 3.1.5.1. Compartment shall be constructed of 12-gauge aluminum, or approved equal non-corrosive materials.
- 3.1.5.2. Door shall be constructed of aluminum and hinged with ¼" pin stainless steel continuous hinges.
- 3.1.5.3. Doors shall have positive "compression" style, "slam latch", or approved equal latches and a door hold-back devise.
- 3.1.5.4. Doors shall be keyed-alike with other exterior compartments.
- 3.1.5.5. Compartment and door shall be insulated with Glacier Bay Barrier Ultra dB Flex and Panel or approved equal acoustical insulation.
- 3.1.5.6. Compartment shall be ventilated to allow ambient heat escape, but adequately sealed to protect the power unit from road grime and spray.

- 3.1.5. One (1) auxiliary battery compartment shall be installed to house the auxiliary battery bank. Compartment shall contain hold downs to secure the batteries and adequate top clearance for ease of battery maintenance. Tray shall be lined with an isolation material to help prevent battery corrosion.
 - 3.1.5.1. Compartments shall be constructed of aluminum or equivalent materials.
 - 3.1.5.2. Doors shall be constructed of aluminum and vertically hinged with ¼" pin stainless steel continuous hinges.
 - 3.1.5.3. Door shall have positive "compression" style, "slam latch", or equivalent latches
- 3.1.6. One (1) underbody shore cord compartment shall be provided to house the shore cord.
 - 3.1.6.1. Compartment shall be constructed of aluminum or equivalent materials.
 - 3.1.6.2. Door shall be constructed of aluminum and vertically hinged with ¼" pin stainless steel continuous hinges.
 - 3.1.6.3. Door shall have positive "compression" style, "slam latch", or equivalent latches
- 3.1.7. One (1) table and chair compartment shall be installed to house a customer supplied resin table and folding chairs. Compartment shall be maximum size available based on vehicle underbody components.
 - 3.1.7.1. Compartment shall be constructed of aluminum or equivalent materials.
 - 3.1.7.2. Door shall be constructed of aluminum and horizontally hinged with ¼" pin stainless steel continuous hinges.
 - 3.1.7.3. Door shall have positive "compression" style, "slam latch", or equivalent latches and a door hold-open device.
- 3.1.8. Vehicle underbody shall be fully undercoated with rubberized spray to provide additional sound resonance dampening and underbody insulation protection.
- 3.1.9. All applicable vehicle compartment and modifications shall be painted to match the body and chassis.
 - 3.1.9.1. Where the vehicle is cut or modified, or additional fabricated components are added to the exterior, exposed metal shall be properly prepared and painted to match vehicle exterior color.
 - 3.1.9.2. Panels shall be properly cleaned and prepared for paint application in accordance with standard commercial practice and to requirements of the construction materials involved. Surfaces shall be properly cleaned and inspected before cover materials are applied.
 - 3.1.9.3. The prepared surfaces shall be spray primed with synthetic base primer, which contains corrosion resistant pigments and resins. Extra coats shall be

applied around moisture catching moldings, etc. All hidden areas such as overlapping metal, underside of moldings, underside or rubber extrusions at windows shall be cleaned and primed and where necessary and caulked with sealing compound during construction.

3.1.9.4. DuPont or equivalent basecoat/clear coat paint shall be applied to all areas of the exterior. Each coat shall be properly dried and evenly sanded before the following coat is applied. "Orange peel" surfacing will not be acceptable.

3.1.10. Vehicle shall have a graphics package installed by a local vendor post-delivery.

3.2. Interior

3.2.1. The vehicle interior shall be designed as a flexible space for patrons of all ages, including workstations, shelving, and general materials including books and DVDs.

3.2.2. Since the vehicle is a library outreach tool, and a quiet environment is most important in the successful operation of any library, all interior finishes shall contribute to absorbing ambient sounds. Appropriate panels, ceiling and flooring shall have superior acoustic qualities in addition to durability and aesthetics. Sound control measures shall comply with the Occupational Safety and Health Act (OSHA) sound level (dba) requirement in effect at time of award of contract, for an eight (8) hour maximum operator exposure time; measured at operator's ear with engine at governed RPM.

3.2.3. Vehicle ceiling shall be sub-paneled with 3/8" hardwood plywood and overlaid with acoustical fabric. The fabric shall be applied in a manner consistent with the lifetime of the vehicle. Color and texture of fabric shall be selected by the Library from the vendor's "standard" offerings.

3.2.4. Floor covering shall be commercial carpet squares or equivalent.

3.2.4.1. Sub-flooring shall be properly prepared prior to installation of the floor covering.

3.2.4.2. Squares shall be laid out and installed so that the high-traffic center section can be easily replaced in the future.

3.2.4.3. Any flooring remnants remaining from the installation shall be shipped loose with the completed vehicle for potential future repairs.

3.2.4.4. Exact color and/or style are subject to approval by the Library, based in part on vendor's offerings.

3.2.5. Wall finishes shall be commercial grade "upholstery weight" fabric applied over a 1/8" layer of cork to lightweight substrate materials and fitted between the shelving uprights. These panels shall be securely mounted to allow use as a

bulletin board if desired, yet easily replaceable if they ever become damaged. Smaller spaces and trim areas shall be finished in complimenting materials.

3.2.5.1. The Library shall select the color and style of this fabric from vendor's offerings.

3.2.5.2. All upholstery used within the vehicle shall meet provisions of FMVSS-302.

3.2.6. Wheel boxes shall be finished with commercial quality carpet to match and/or compliment the floor carpeting.

3.2.6.1. The Library shall select the color and style of this carpet from vendor's offerings.

3.2.7. Ten (10) stainless steel recessed flush mount D-ring cargo tie-downs shall be recessed into the interior floor per the preliminary drawing.

3.2.7.1. Tie-downs shall be securely mounted to the floor structure for working load limit rating of 500lbs (minimum).

3.2.7.2. Tie-down system shall include four (4) sets of 1" ratchet tie-down straps, shipped loose with completed vehicle.

3.2.8. An Acore Shelving & Products, Inc. modular aluminum shelving system shall be supplied and installed. Shelving components shall be powder coated after assembly where possible using coatings containing no lead or lead products. All components shall be constructed from superior grade lightweight materials and be built to withstand the unique stresses imposed by a mobile environment. The system layout shall be designed to allow flexible use of the interior space. All shelving running along the sidewalls of the vehicle shall tilt back 15 degrees.

3.2.8.1. System shall utilize eleven (11) slotted shelf uprights, place on 36" and 24" centers. The uprights shall be mounted vertically to the side walls, full height from the vehicle floor. Uprights shall be firmly attached directly to the vehicle side wall sub-structure in a manner suitable to withstand the stress and forces unique to a mobile environment, including, but not limited to back plate fastening of the uppermost area of the uprights.

3.2.8.2. System shall also include the following:

3.2.8.2.1. Twenty-seven (27) AB7, 7" wall shelves.

3.2.8.2.2. Five (5) AB11, 11" wall shelves.

3.2.8.2.3. Six (6) double DVD shelves.

3.2.8.2.4. Five (5) book bin shelves.

3.2.8.2.5. One (1) Acore single sided "wall hugger" carts with three (3) shelves and integrated top worksurface.

3.2.8.2.6. Two (2) Acore double sided "wall hugger" carts with three (3) shelves each and integrated top worksurface.

- 3.2.8.2.7. Two (2) Acore enclosed and ventilated, locking equipment carts with two (2) interior adjustable shelves and flat workstation top each.
- 3.2.8.2.8. Five (5) Acore "Wall Security Units", to allow locking of wall hugger carts to the upright system.
- 3.2.8.2.9. One (1) modular worksurface shall be provided for staff use.
 - 3.2.8.2.9.1. Worksurface shall utilize Acore folding support brackets to easily attach to the uprights.
 - 3.2.8.2.9.2. Worksurface shall be covered with high-impact laminate and edged with solid wood nosing. Covering shall be chosen by library from manufacturer's standard selections
 - 3.2.8.2.9.3. Worksurface shall protrude approximately 10" in front of a 7" shelf module.
- 3.2.9. Cork type fabric covered bulletin boards shall be installed wherever possible in the vehicle, including, but not limited to, all overhead cabinet and closet doors. Number and size of bulletin boards furnished shall be determined by the exact configuration of interior. Bulletin boards shall be as large as possible and installed where space is available inside the coach. Smaller spaces and trim areas shall be finished in complimenting materials. All upholstery used within the vehicle shall meet provisions of FMVSS-302
- 3.2.10. One (1) commercial duty adjustable height stool shall be provided for the staff workstation.
 - 3.2.10.1. Stool shall include provisions for securing during transit.
- 3.2.11. One (1) over cab storage area shall be provided above the driver and passenger cab area.
 - 3.2.11.1. Access to this area shall be via hinged, ventilated and lockable door(s).
 - 3.2.11.2. Area interior shall be finished with automotive grade carpet and include perimeter vertical panels to prevent items from lodging in the crevices.
 - 3.2.11.3. Area shall include an interior light and 120VAC receptacle
- 3.2.12. Two (2) storage closets shall be provided; 1 on the driver's side and 1 on the passenger side rear area as depicted in the preliminary drawing.
 - 3.2.12.1. Closets shall include lockable, side hinged doors and interior adjustable shelves as feasible.
- 3.2.13. One (1) hand sanitizer dispenser shall be installed, location to be determined during the pre-construction engineering phase.

3.3. Electrical System – AC

- 3.3.1. System shall be a 120/240-volt rated, single-phase type system designed to provide and distribute electrical power at a level of performance that meets the requirements of all components and/or accessories utilizing such power throughout the vehicle.
 - 3.3.1.1. System furnished shall be designed and installed to meet all requirements of the National Electrical Code (NEC), with all system components, accessories, plugs, receptacles, switches and circuit breakers being Underwriter's Laboratories (UL) listed and approved.
 - 3.3.1.2. System furnished shall also meet any and all applicable state code requirements and regulations pertaining to the design and installation of AC electrical systems.
- 3.3.2. All AC wiring shall be installed using multi-stranded, multi-conductor flexible armored, THHN (in non-metallic conduit), or boat rated cable; 600 volt rated, UL approved or equivalent. All wire shall be color-coded and grounded throughout the system. Aluminum wire is not acceptable due to its history of involvement in electrical system fires. Since the body and chassis of a motor vehicle is constantly flexing in torsion when in use, fixed type conduit is not acceptable due to the long-term potential electrical shorting and the resulting potential of fire hazard.
 - 3.3.2.1. Wiring and harnesses shall be installed in easily accessible locations to aid long-term serviceability and maintain a minimum 2" air-insulated clearance from parallel low-voltage wiring harnesses per NEMA standards.
 - 3.3.2.2. All wiring shall be sized using NEMA ratings to 125% of anticipated load.
- 3.3.3. One (1) Onan Commercial QG 7000 EFI, 7.0KW gasoline generator set shall be installed. Unit shall be certified by the Environmental Protection Agency (EPA) to conform to Tier 2 emissions regulations and feature Advanced Control.
 - 3.3.3.1. Installation shall include a remote-control panel installed near the staff desk inside the vehicle. Panel shall include a start/stop switch in addition to hour meter.
 - 3.3.3.2. Unit shall contain integral shut-down protection system to protect against high engine temperature, low oil pressure, loss of coolant, overcrank safety, overspeed, over/under voltage, over/under frequency and auxiliary fault.
 - 3.3.3.3. Unit shall draw its fuel from the main vehicle fuel tank through a separate tap that does not allow the generator to draw the fuel level below 1/8 tank, as measured at a 15-degree angle in any direction.
 - 3.3.3.4. Unit shall utilize the auxiliary battery bank for starting/re-charging.
 - 3.3.3.5. Unit shall exhaust to the driver's side of the vehicle, away from the driver's sidewall window.

- 3.3.4. One (1) 125VAC, 25-foot, 30A rated, 2-pole 3-wire weather resistant shore cord shall be provided. Cord shall be hardwired to the vehicle and have a NEMA L6-30P cord end for facility connection.
 - 3.3.4.1. Shore cord shall include a 30-amp to 15-amp adaptor for utilization of limited power sources.
- 3.3.5. One (1) ATS3W50 or equivalent automatic transfer switch shall be installed to provide automatic switching between generator and shoreline power sources. Unit shall have a 24kW maximum rating and mechanical interlock to prevent any possibility of electrical feedback.
- 3.3.6. One (1) 100A (minimum) rated Square D or equivalent distribution panel shall be provided to distribute and protect onboard circuits.
 - 3.3.6.1. All AC electrical circuits shall be safety protected from short circuits and current overloading by UL approved resetting type circuit breakers, each properly capacity sized to the circuit they serve. A master circuit breaker that controls all AC electrical system circuits shall also be furnished.
 - 3.3.6.2. Panel(s) shall be readily accessible, yet out of view of the general public.
- 3.3.7. A minimum of two (2) 15A-rated, UL listed, NEMA 5-15, three-hole grounded duplex receptacles shall be furnished inside the vehicle for general and specific uses. These receptacles shall be powered directly from the generator/shore power system and white in color.
- 3.3.8. One (1) Xantrex Freedom SW 3012 or equivalent, 3000w inverter/charger shall be installed to back-up onboard "orange" receptacles and recharge the auxiliary battery bank whenever there is shore or generator power available.
 - 3.3.8.1. Unit shall feature pure sine wave output and battery over-voltage and under-voltage protection.
 - 3.3.8.2. Unit shall include a 150A, 3-stage battery charger with manual equalize connected to the auxiliary battery bank.
 - 3.3.8.3. Unit shall be controlled with a Xantrex Freedom SCP or equivalent system control panel, mounted near the front workstation.
 - 3.3.8.4. System shunt shall be wired to include all auxiliary power loads being drawn from the auxiliary batteries (not just the inverter) for accurate system monitoring.
 - 3.3.8.5. A second distribution panel may be necessary (dependent on final electrical configuration) as a "sub-panel" for inverter power distribution.
 - 3.3.8.6. System shall include a minimum of ten (10) additional 15A-rated, UL listed, NEMA 5-15, three-hole isolated ground duplex receptacles furnished inside the vehicle for technology uses. These receptacles shall be backed by the inverter system and orange in color.

- 3.3.8.6.1. Locations shall be chosen during the pre-build engineering phase.
- 3.3.8.6.2. One (1) of these receptacles shall be installed on the curbside exterior behind a weatherproof cover.
- 3.3.9. Install one (1) Xantrex Freedom SW Xanbus 809-0915 or equivalent automatic generator start shall be provided and installed.
 - 3.3.9.1. System shall automatically activate the generator upon low battery voltage, battery state of charge, over-current or air conditioner operation.
- 3.3.10. One (1) Duo Therm Penguin or equivalent, 15,000 BTU low-profile air conditioner shall be installed.
 - 3.3.10.1. Unit shall provide 15,000 BTUs of cooling.
 - 3.3.10.2. Unit shall include self-contained, low-profile ceiling assembly with local control.
- 3.4. Electrical System – DC/Other
 - 3.4.1. Shall be a 12-volt, negative ground type system designed to provide and distribute electrical power at a level of performance that meets the requirements of all components and/or accessories utilizing such power throughout the vehicle.
 - 3.4.2. Design emphasis of system furnished shall be on both reliability and serviceability. System furnished shall be a modular type design, modular being defined as a system where major power train, chassis, body component assemblies, including lighting, wiring and switch harnesses, and heater harnesses are easily separable for purposes of repair or replacement, using either simple hand tool or automotive type plug-in connectors. Special emphasis shall be made on accessibility to all wiring harnesses in all locations. Wiring shall not be rendered un-accessible behind permanently installed panels or appointments.
 - 3.4.3. The power source for all body electrical equipment furnished shall be taken from a single point on the power train specifically designed for this purpose.
 - 3.4.4. The main ground wire grounding the body to the chassis shall be minimum 8-gauge size; all ground wires furnished for insulated-return type systems shall be equal in size to the feed wire in the respective circuit. Redundant grounds shall be used if required to attain a satisfactory level of system performance desired. For maximum system reliability, all serrated eyelets and screws or bolts utilized at points of ground shall be either coated or plated with an electrical conductive type material to improve their resistance to corrosion.
 - 3.4.5. All electromagnetic type switches, relays and solenoids furnished shall be suppressed to protect the entire electrical system from major damage from the large negative voltage spikes these devices can produce.

- 3.4.6. All auxiliary electrical circuits shall be safety protected from current overloading by automatic resetting type heavy-duty automotive circuit breakers, each properly capacity sized to the circuit they serve. A master circuit breaker, minimum 150-amp shall also be furnished.
- 3.4.7. All terminals and connectors furnished shall be designed and approved by their manufacturer for heavy-duty automotive vocational application; material shall be a corrosion-resistant type. To eliminate disconnects; all terminals furnished shall incorporate a positive locking, seated type design to assure terminal position. Socket (female side of connectors shall be wired to electrical source side of circuit and plug (male) side of connector shall be wired to electrical load side of the circuit to help prevent a short circuit when disconnected. All connections made on the vehicle underbody shall be adequately protected against moisture and corrosion with dielectric grease, heat shrink tubing, or other similar techniques.
- 3.4.8. All insulated cable furnished shall comply with SAE Standards J1127 and J1128. All wiring furnished in the engine compartment area, where extreme heat and fire are of concern, shall be multi-stranded, low-voltage insulated automotive type cross-linked polyethylene fire-retardant SAE approved SXL type. All wiring furnished in the body portion of the coach shall be multi-stranded, low-voltage insulated automotive type; either SAE approved SXL or GXL types are acceptable. All wiring in each circuit shall be of sufficient size, and with 125% capacity rating of anticipated load to transmit the electrical current load of the circuit. Sizing shall take into account the length of the circuit and the voltage drop occurring in the circuit. Voltage at the load shall be +/- 5% of rated voltage when measured in a normal operating state.
- 3.4.9. All wiring shall be routed meeting the following minimum requirements:
 - 3.4.9.1. No contact with sharp or puncturing edges.
 - 3.4.9.2. No tension or strain between fixed points.
 - 3.4.9.3. Adequate and safe clearance of moving parts.
 - 3.4.9.4. 5-inch clearance from radiant heat sources.
 - 3.4.9.5. Adequately secured to prevent pinching.
 - 3.4.9.6. Wiring to be color-coded and numbered, grease-, oil- and moisture-resistant and securely fastened.
- 3.4.10. All wiring furnished shall be routed in protective harnesses, either woven vinyl or corrugated vinyl or nylon types acceptable. When harnesses go through metal structure, rubber grommets shall be used to further protect the integrity of the harnesses.
- 3.4.11. Four (4) GC2 or approved equal, 6V flooded deep-cycle, batteries shall be provided as an auxiliary battery bank for stationary 12VDC component power.

- 3.4.11.1. Each battery shall have 225 Ah capacity (@20hr), for a total bank capacity of 450 Ah. Batteries shall be connected in a "series/parallel" manner to provide a 12VDC reference.
- 3.4.11.2. The vehicle alternator, inverter/charger and/or the (optional) solar panels shall charge these batteries.
- 3.4.11.3. Batteries shall be installed on a corrosion resistant tray within the underbody battery compartments with a positive hold-down system.
- 3.4.11.4. Batteries shall power installed auxiliary systems only.
- 3.4.12. One (1) Blue Sea ML-ACR or equivalent heavy-duty battery isolation/merge system shall be installed to allow charging of both the main and auxiliary battery banks from the vehicle alternator, isolation during stationary operations, and merging of the battery banks for emergency starting.
 - 3.4.12.1. System shall include dash-mounted control switch with indicator lights.
 - 3.4.12.2. Battery connection cables associated with this system shall be protected on both sides with a 150A minimum, high amp, and resettable circuit breaker.
- 3.4.13. A 12VDC, LED main cabin lighting system shall be installed to provide interior lighting meeting library minimum stack ratings.
 - 3.4.13.1. 3-way switches for the lighting circuit shall be installed in two (2) areas; near the patron door and near the driver's seat.
 - 3.4.13.2. Lighting level should be 6 foot-candles (ft-c) minimum measured on the stack face (vertically) at a height of 12", and 35 ft-c maximum at any height to achieve no more than a 6-to-1 maximum-to-minimum ratio across the entire stack face.
 - 3.4.13.3. Light output temperature shall be a "warm" white between 3400K – 4300K.
 - 3.4.13.4. Lighting system design shall be approved by the Library prior to installation.
- 3.4.14. LED stepwell lighting shall be installed to light the entry steps. Lighting shall have a dash-mounted illuminated "engage" switch but be triggered on/off with the condition of the door.
- 3.4.15. Two (2) 12VDC receptacles with standard and USB charge ports shall be installed.
 - 3.4.15.1. Receptacles shall be independently fused and powered by the auxiliary batteries.
 - 3.4.15.2. Locations shall be chosen during the pre-build engineering phase.
- 3.4.16. Four (4) Whelen 600 series, or equivalent, LED weatherproof "scene" lights shall be installed; two (2) on the exterior curbside and two (2) on the exterior rear.

- 3.4.16.1. Lights shall be switched in the driver's area.
- 3.4.16.2. Rear mounted lights shall also be engaged by putting the vehicle in reverse.
- 3.4.17. One (1) back-up camera system shall be installed.
 - 3.4.17.1. System shall include a 7" minimum dash mounted monitor.
 - 3.4.17.2. System shall include audio feature.
- 3.4.18. One (1) Bruan in-body folding platform hydraulic wheelchair lift shall be installed at the rear door per manufacturer specification.
 - 3.4.18.1. Lift shall have a 31"W x 51"L platform.
 - 3.4.18.2. Lift shall have an 800 lb. lifting capacity.
 - 3.4.18.3. Installation shall include all vehicle interlocks and safety systems.
 - 3.4.18.4. Lift shall be cycled a minimum of 20 times by the vendor after installation to ensure all adjustments are properly made and the system is "broken in".
- 3.4.19. Two (2) Fantastic Vent 3350 or equivalent, 3-speed, reversible roof vents shall be installed. Units shall feature a built-in thermostat and rain sensor.
- 3.4.20. One (1) Ecco 520, or equivalent, 97 dB back up alarm shall be provided.
- 3.4.21. One (1) Espar B4 or equivalent gas fueled air heater shall be installed to heat the main interior cabin.
 - 3.4.21.1. Unit shall produce 13,650 btu/hr
 - 3.4.21.2. Units shall vent combustion air to the exterior of the coach body.
 - 3.4.21.3. Unit shall be controlled by a remote panel located near the other control panels.
 - 3.4.21.4. System shall be installed in compliance with all applicable DOT and NFPA regulations.
- 3.4.22. One (1) 16-foot-long (approx.) Dometic WeatherPro or equivalent 12VDC power awning shall be installed on the passenger side exterior.
 - 3.4.22.1. Awning shall utilize a metal wrapped weather shield and a woven acrylic fabric in a color/pattern chosen by the Library from manufacturer selections.
 - 3.4.22.2. Awning shall utilize a "knee action" design support system to allow the awning to flex in the wind.
 - 3.4.22.3. Awning shall include a wind sensor to automatically close the awning in high sustained winds.

- 3.4.22.4. Awning shall include a hand-held remote control in addition to a wall mounted switch located just inside the entry door.
- 3.4.23. One (1) AM/FM/WB/XM/Bluetooth stereo with auxiliary input system shall be installed in the rear area.
 - 3.4.23.1. System shall include four (4) high-quality interior speakers mounted in the ceiling of the vehicle.
 - 3.4.23.2. System shall include an exterior mounted antenna for maximum reception.
- 3.4.24. One (1) Cradlepoint IBR900 series cellular modem and Cradlepoint 170654-000 antenna shall be installed.
 - 3.4.24.1. Modem shall be powered by the 12VDC system and connect to the front desk area via CAT6, 10/100 Mbps RJ-45 cabling. Antenna shall be properly mounted to the vehicle roof.
- 3.5. Miscellaneous Components
 - 3.5.1. High-quality pleated shades shall be provided for the sidewall window. Shades shall include side-mounted guide tracks and be infinitely adjustable. Shade color shall be chosen by the Library from vendor's offerings.
 - 3.5.2. One (1) SkyScan or equivalent atomic clock shall be furnished, with a minimum 2-inch main character size. Unit shall include readouts for interior and exterior temperature (via wireless remote sensor), day and date, and receive its synchronization signal from NIST.
 - 3.5.2.1. Clock shall be firmly and securely attached to a wall in an easy to see location.
 - 3.5.2.2. Clock shall include a long-life premium alkaline battery, installed and running when coach is delivered.
 - 3.5.3. One (1) battery-operated Carbon Monoxide (CO) detector shall be installed per manufacturer's instruction.
 - 3.5.4. One (1) battery-operated smoke detector shall be installed on the interior ceiling.
 - 3.5.5. One (1) 5 lb. ABC fire extinguisher shall be installed in the interior.
 - 3.5.6. One (1) CA State DOT approved first aid kit shall be supplied and installed within the completed vehicle.
 - 3.5.7. One (1) set of three (3) red emergency reflective triangles with dedicated ABS plastic enclosure shall be provided and installed.

4. OPTIONAL ITEMS

Please quote each of these items separately with your response for library consideration.

4.1. Exterior Speakers

4.1.1. Two (2) 6" diameter flush-mounted speakers shall be installed on the exterior driver's side of the vehicle.

4.1.1.1. Speakers shall be by a weatherproof design and have independent volume control.

4.2. Exterior Monitor

4.2.1. One (1) recessed monitor compartment shall be installed curbside to house the exterior 55" monitor. Compartment shall include a back panel for monitor mounting, and a 72"W x 50"H (approximate) top-hinged door that acts as a sun and weather shield when open.

4.2.1.1. Compartment shall be constructed of aluminum or equivalent materials.

4.2.1.2. Compartment shall have space and provisions below the screen for powering and connecting a video game console to the screen.

4.2.1.3. Door shall be constructed of aluminum and horizontally hinged with ¼" pin stainless steel continuous hinge.

4.2.1.4. Door shall have positive "compression" style, "slam latch", or equivalent latches

4.2.1.5. Door shall have pneumatic lift assist struts to support the door horizontally when open.

4.2.1.6. Door shall have a nylon pull strap attached to assist in reaching the door for closing.

4.2.2. One (1) 55" high-resolution LCD monitor shall be installed in the exterior compartment on the curb side of the vehicle.

4.2.2.1. Unit shall be shock-mounted, but easily removable for service and/or replacement.

4.2.2.2. Unit shall feature 1920 x 1080 screen resolution, 1000 Nit screen brightness (minimum), and a 16:9 widescreen display.

4.2.2.3. Unit shall be capable of playing content via USB and include one (1) HDMI cable run from the front desk.

4.2.2.4. Unit shall be powered through the inverter.

- 4.2.3. One (1) Bose Solo 5 or equivalent sound bar shall be provided and mounted below the screen.

4.3. Solar Panel System

- 4.3.1. One (1) AM Solar 670w complete solar panel system, or equivalent, shall be provided for auxiliary battery recharging.
 - 4.3.1.1. System shall include four (4) 160w solar panels, an advanced HPPT charge controller, combiner box and all hardware necessary for installation.
 - 4.3.1.2. Charge controller shall be mounted near the staff desk.
 - 4.3.1.3. System shall include a Bluetooth smart dongle for smartphone/tablet communication.
 - 4.3.1.4. Reference: <http://www.amsolar.com>

4.4. Video Surveillance System

- 4.4.1. One (1) Seon 360 around vehicle monitoring or equivalent video surveillance system shall be installed with all triggers/features connected. System shall be mounted in a location out of general view, but still readily accessible for staff.
 - 4.4.1.1. System shall be configured for remote access/viewing via the cellular modem.
 - 4.4.1.2. System shall be configured to allow remote vehicle location tracking via GPS.
 - 4.4.1.3. System shall include, but not be limited to the following components. Additional accessories (cables, power/sensor harness, antennas, interconnects, etc.) may be necessary to fulfill the general intent of the system, and vendors are urged to consult with system manufacturer to complete system operability. System shall allow a 360-degree bird's eye view around the vehicle, wireless access and live video streaming (via the Cradlepoint modem).
 - 4.4.1.3.1. One (1) 7" dash-mounted monitor.
 - 4.4.1.3.2. One (1) Electronic Control Unit (ECU).
 - 4.4.1.3.3. One (1) 6-channel Digital Video Recorder (DVR) with 1TB of storage.
 - 4.4.1.3.4. Six (6) cameras, appropriately selected for these locations: street side exterior, front exterior, curbside exterior, rear exterior, driver's area, and main cabin interior facing rear.

4.5. Alarm System

4.5.1. One (1) Aqualarm 20446 or equivalent 12VDC powered security system with cell and email alert shall be installed. System shall include the following features:

4.5.1.1. Keypad activation/deactivation.

4.5.1.2. IR remote

4.5.1.3. Motion detector

4.5.1.4. Door contacts for all doors

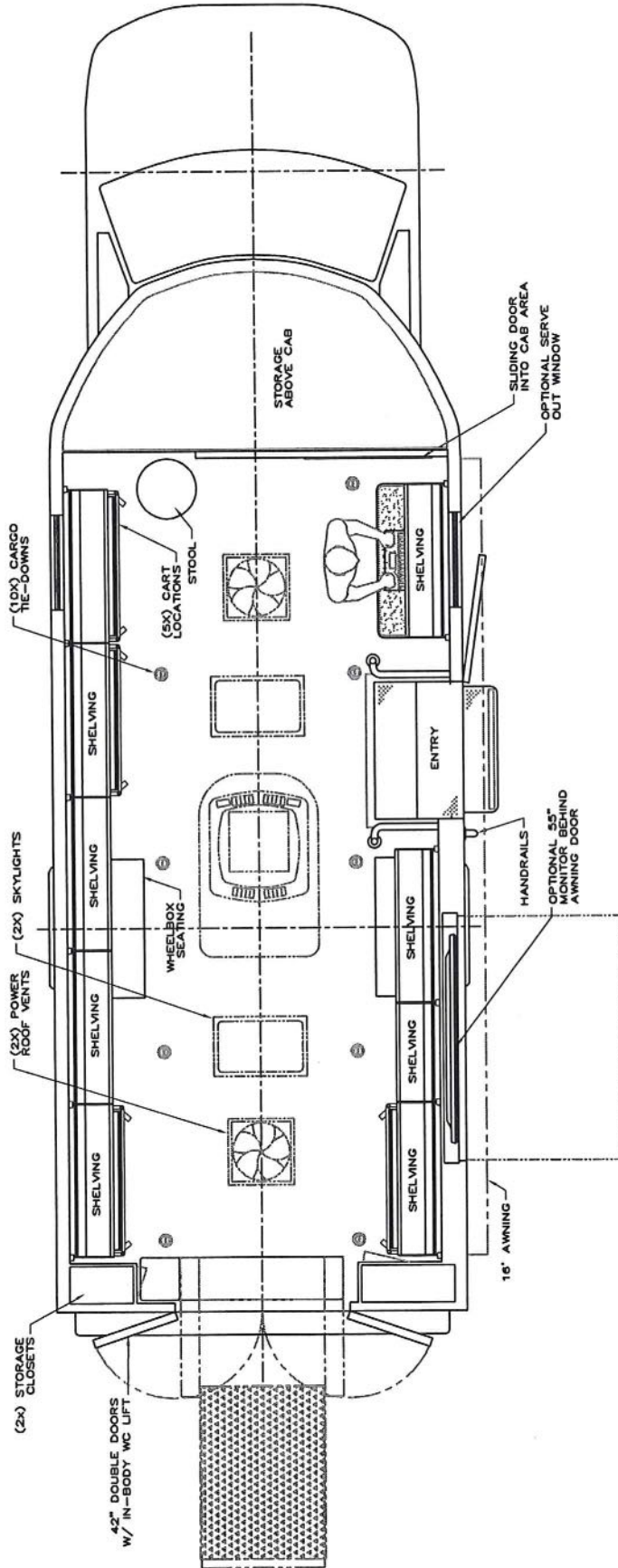
4.5.1.5. One (1) Aqualarm 20421 solar powered exterior siren/strobe light.

4.5.1.6. Reference: www.aqualarm.net

***** END OF SPECIFICATIONS *****

Exhibit A

FLOOR PLAN



GENERAL INFORMATION

- FORD E-450 CUTAWAY CHASSIS
- 177 INCH WHEELBASE
- 26.0' OVERALL LENGTH
- 14,050LB GVWR
- 1,656 LINEAR INCHES SHELVING

THE CONTENTS OF THIS DOCUMENT ARE CONFIDENTIAL AND ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT WHICH IT WAS INTENDED OR REPRODUCED IN ANY MANNER WITHOUT EXPRESS WRITTEN CONSENT FROM SPECIALTY VEHICLE SERVICES. COPYRIGHT 2021. ALL RIGHTS RESERVED.

PRELIMINARY - DO NOT USE FOR CONSTRUCTION

PRELIMINARY	DESIGNED BY MES	CHECKED BY	APPROVED BY - DATE	LIBRARY	KINGS COUNTY	OUTREACH VEHICLE
SVS SPECIALTY VEHICLE SERVICES, LLC FRANKLIN, WI P: 262.679.9096 F: 262.457.4924 WWW.SVSVEHICLES.COM				GENERAL CONFIGURATION SVS00432 ("A" SIZE) Edition A Sheet 1 OF 1		

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 forwarded to the Auditor.

Transfers Between Budget Units Within Same Department:

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

Transfers Approved by Administration:

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

Transfers Approved by the Department of Finance:

Transfers between line-item detail accounts within primary categories may be approved by the Department of Finance. 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 signed by the Department head or designee prior to submission to the Board of Supervisors. Agenda items requesting budget appropriations or fund transfers will not be placed on the agenda if the form is not included.

Special Instructions:

Copies of this form are on the intranet and on the G:/drive and can be saved to your file directory in the department 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 NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Library	Library	Motor Pool Services	300100	620000	92089	205,000
					TOTAL	205,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Library	Library	Mobile Library Grant	300100	620000	85150	205,000
					TOTAL	205,000

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
Library	Library	Supplies & Materials	300100	620000	92001	10,000
Library	Library	Maintenance SIG	300100	620000	92021	10,000
Library	Library	Prof & Spec Services	300100	620000	92037	13,000
					TOTAL	33,000

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
Library	Library	Motor Pool Services	300100	620000	92089	33,000
					TOTAL	33,000

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

Dept. of Finance Approval _____ Department Head _____

Administration Approval _____ Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: Library – Natalie Rencher

SUBJECT: PROCLAMATION NATIONAL FRIENDS OF LIBRARIES WEEK

SUMMARY:

Overview:

National Friends of Libraries Week promotes groups who support libraries across the country focusing on the third week in October each year, the observance provides the opportunity for groups to increase awareness about membership opportunities, their goals, projects and more.

Recommendation:

Adopt a Resolution proclaiming October 17-23, 2021, as Friends of Libraries week in Kings County.

Fiscal Impact:

None.

BACKGROUND:

Since 2005, the America Library Association has promoted National Friends of Library week to recognize the dedication of friends' groups across the nation. Library friends' groups help support local libraries in a variety of ways. As a volunteer organization, their programs raise money for library needs. They also help keep the public informed through displays, engage youth and teens, and so much more.

Founded in 1982, the Friends of the Kings County Library is a non-profit community benefit organization of community leaders who wanted to help advance our public libraries by serving as volunteer fund raisers and ambassadors. In its more than 30 years of service, the Friends have provided funds for the Summer Reading Program, Winter Open House, wireless connectivity, the Mobile Library, and Family Place Libraries spaces for children 0-3 and their families at the Corcoran, Stratford, and Kettleman City branch libraries.

In collaboration with library staff, the Friends of the Kings County Library is committed to lifelong learning and supporting the library's vision; *"To touch the lives of every person in County of Kings"*. Give them a shout out on social media by using #FriendsOfLibrariesWeek.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF PROCLAIMING
OCTOBER 17-23, 2021 AS "FRIENDS OF
LIBRARIES WEEK" IN KINGS COUNTY _____/

RESOLUTION NO. _____

WHEREAS, Friends of the Kings County Library raises money that enables our seven libraries to move from good to great - providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year; and

WHEREAS, the work of the Friends highlights on an on-going basis the fact that our libraries are the cornerstone of each community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and

WHEREAS, the Friends understand the critical importance of well funded libraries and advocate to ensure that our libraries get the resources they need to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services; and

WHEREAS, the Friends volunteer their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our communities; and

WHEREAS, the Friends of the Kings County Library is a non-profit community benefit organization of community leaders who wanted to help advance our public libraries by serving at volunteer fund raisers and as ambassadors. In its 30+ years of service, the Friends have provided funds for the Summer Reading Program, Winter Open House, wireless connectivity, the Mobile Library and Family Place Libraries spaces for children 0-3 and their families at the Corcoran, Stratford, and Kettleman City branch libraries.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That Kings County Board of Supervisors does hereby proclaim October 17-23, 2021, as Friends of Libraries Week in Kings County.

2. That Kings County Board of Supervisors urges the people of this community to join the Board in thanking the Friends of the Kings County Library for all they do to make our libraries and community so much better.

The foregoing resolution was adopted upon motion by Supervisor_____, seconded by Supervisor _____ at a regular meeting held on the 19th day of October, 2021, by the following vote:

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

Craig Pedersen, Chairman
Kings County Board of Supervisors

IN WITNESS WHEREOF, I have set my hand this 19th day of October, 2021.

Catherine Venturella, Clerk of said Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: Department of Public Health – Heather Silva/Nichole Fisher

SUBJECT: FISCAL YEAR 2021-2022 MATERNAL, CHILD AND ADOLESCENT HEALTH AGREEMENT FUNDING APPLICATION

SUMMARY:

Overview:

The Maternal, Child and Adolescent Health (MCAH) Division of the California Department of Public Health provides funding for MCAH programs focusing on low-income mothers and children. Authorization is requested to submit the annual Agreement Funding Application to the State for Fiscal Year (FY) 2021-2022.

Recommendation:

Authorize the Chairman to sign the Fiscal Year 2021-2022 Maternal, Child and Adolescent Health Agreement Funding Application for programs serving low-income mothers and children.

Fiscal Impact:

This is no cost to the General Fund associated with the recommended action. If awarded, MCAH grant funding will reduce the use of realignment funds. The potential grant will not exceed \$212,832, which is included in the FY 2021-2022 Adopted Budget in Budget Unit 419700.

BACKGROUND:

The proposal for FY 2021-2022 incorporates funds for the Comprehensive Perinatal Services Program (CPSP), Maternal and Child Health County Allocation, Sudden Infant Death Program, Prenatal Care Guidance and Perinatal Outreach and Education Program. These grant funds will provide resources for the implementation of perinatal program coordination, patient advocacy, and expanded access to services for all pregnant and child-bearing women regardless of ethnicity or socioeconomic status. The implementation of these program activities by the Kings County Health Department reflects the belief that the strategies and interventions will result in improved outcomes for the mothers and children served by this grant.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

FUNDING AGREEMENT PERIOD
FY 2021-2022

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each of the applicable programs

MCAH _____ 2021-16 BIH _____ AFLP _____

Update Effective Date (only required when submitting updates) _____

Federal Employer ID#: 94-6000814

Complete Official Agency Name: Kings County Department of Public Health

Business Office Address: 330 Campus Dr. Hanford, CA 93230

Agency Phone: (559) 584-1401

Agency Fax: 559-584-5672

Agency Website: countyofkings.com

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the **agreement or contract** number for each of the applicable programs

MCAH ²⁰²¹⁻¹⁶ _____ BIH _____ AFLP _____

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

Official authorized to commit the Agency to an MCAH Agreement

Name (Print)

Craig Pederson

Title

Chairman, Board of Supervisors

Original Signature

Date

MCAH/AFLP Director

Name (Print)

Nichole Fisher

Title

MCAH Director

Original Signature



Date

6/22/21

MCAH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR	Edward	Hill	Director of Public Health	330 Campus Drive Hanford Ca 93230	559-852-2625	Edward.Hill@co.kings.ca.us	MCAH
2	MCAH DIRECTOR	Nichole	Fisher	Nurse Division Manager	330 Campus Drive Hanford Ca 93230	559-852-2586	Nichole.Fisher@co.kings.ca.us	MCAH
3	MCAH COORDINATOR (Only complete if different from #2)	Salina	Ramirez	Public Health Nurse	330 Campus Drive Hanford Ca 93230	559-852-2176	Salina.Ramirez@co.kings.ca.us	MCAH
4	MCAH FISCAL CONTACT	Desiree	Aragon	Fiscal Specialist	330 Campus Drive Hanford Ca 93230	559-852-2632	Desiree.Aragon@co.kings.ca.us	MCAH
5	FISCAL OFFICER	Edward	Hill	Director of Public Health	330 Campus Drive Hanford Ca 93230	559-852-2625	Edward.Hill@co.kings.ca.us	MCAH
6	CLERK OF THE BOARD or	Catherine	Venturella	Clerk of the Board	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2362	Catherine.Venturella@co.kings.ca.us	MCAH
7	CHAIR BOARD OF SUPERVISORS	Craig	Pederson	Chair Board of Supervisors	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2367	Craig.Pederson@co.kings.ca.us	MCAH
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	Craig	Pederson	Chair Board of Supervisors	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2367	Craig.Pederson@co.kings.ca.us	MCAH
9	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR	N/A	N/A	N/A	N/A	N/A	N/A	FIMR
10	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT	Salina	Ramirez	Public Health Nurse	330 Campus Drive Hanford, CA 93230	559-852-2176	Salina.Ramirez@co.kings.ca.us	SIDS
11	PERINATAL SERVICES COORDINATOR	Salina	Ramirez	Public Health Nurse	330 Campus Drive Hanford, CA 93230	559-852-2176	Salina.Ramirez@co.kings.ca.us	CPSP

BUDGET SUMMARY

FISCAL YEAR
2021-22

BUDGET
ORIGINAL

BUDGET STATUS	BUDGET BALANCE
ACTIVE	0.00

Version 7.0 - 150 Quarterly 4.20.20

Program:	Maternal, Child and Adolescent Health (MCAH)				UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
Agency:	202116 Kings															
SubK:					MCAH-TV		MCAH-SIDS		AGENCY FUNDS		MCAH-Cnty NE				MCAH-Cnty E	
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(14)	(15)		
		TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/Agency*		
		ALLOCATION(S) →		111,238.00		3,000.00								#VALUE!		

EXPENSE CATEGORY														
(I) PERSONNEL	214,222.95		85,595.60		2,038.18		0.00		0.00		59,037.32		67,551.87	
(II) OPERATING EXPENSES	30,626.22		12,496.61		961.82		0.00		0.00		15,834.59		1,333.20	
(III) CAPITAL EXPENDITURES	0.00		0.00		0.00		0.00		0.00		0.00		0.00	
(IV) OTHER COSTS	0.00		0.00		0.00		0.00		0.00		0.00		0.00	
(V) INDIRECT COSTS	32,133.44		13,145.79		0.00		0.00		0.00		18,987.65		0.00	
BUDGET TOTALS*		276,982.61	40.16%	111,238.00	1.08%	3,000.00	0.00%	0.00	0.00%	0.00	33.89%	93,859.56	24.87%	68,885.07
BALANCE(S)		→		0.00		0.00								

TOTAL MCAH-TV
TOTAL MCAH-SIDS
TOTAL OAH
TOTAL TITLE XIX
TOTAL AGENCY FUNDS

111,238.00	→	111,238.00												
3,000.00	→		→	3,000.00										
0.00	→		→											
98,593.59	→		→						0.00	[50%]	46,929.79	[75%]	51,663.80	
64,151.04	→		→						0.00	[50%]	46,929.77	[25%]	17,221.27	

\$	212,831.59	Maximum Amount Payable from State and Federal resources
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WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

MCAH/PROJECT DIRECTOR'S SIGNATURE	DATE	AGENCY FISCAL AGENT'S SIGNATURE	DATE
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* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT		MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Cnty NE		MCAH-Cnty E
	PCA Codes	53107		53112						53118		53117
(I) PERSONNEL		85,595.60		2,038.18				0.00		29,518.66		50,663.90
(II) OPERATING EXPENSES		12,496.61		961.82				0.00		7,917.30		999.90
(III) CAPITAL EXPENSES		0.00		0.00				0.00		0.00		0.00
(IV) OTHER COSTS		0.00		0.00				0.00		0.00		0.00
(V) INDIRECT COSTS		13,145.79		0.00				0.00		9,493.83		0.00
Totals for PCA Codes	212,831.59	111,238.00		3,000.00				0.00		46,929.79		51,663.80

Program:		Maternal, Child and Adolescent Health (MCAH)		UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
Agency:		202116 Kings						MCAH-TV		MCAH-SIDS		AGENCY FUNDS			MCAH-Only NE		MCAH-Only E
SubK:				(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(14)	(15)	
				TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/Agency*	
(II) OPERATING EXPENSES DETAIL												29.00%		33.33%		57.29%	
TOTAL OPERATING EXPENSES				30,626.22		12,496.61		961.82		0.00		0.00		15,834.59		1,333.20	Match Available
	TRAVEL	4,000.00	37.67%	1,506.80		0.00		0.00		0.00		0.00	29.00%	1,160.00	33.33%	1,333.20	0.00%
	TRAINING	7,000.00	42.71%	2,989.70		0.00		0.00		0.00		0.00	57.29%	4,010.30		0.00	0.00%
1	COMMUNICATIONS	1,603.58	42.71%	684.89		0.00		0.00		0.00		0.00	57.29%	918.69			0.00%
2	INFORMATION SERVICES	13,861.00	42.71%	5,920.03		0.00		0.00		0.00		0.00	57.29%	7,940.97			0.00%
3	OFFICE EXPENSE	3,150.00	42.71%	1,345.37		0.00		0.00		0.00		0.00	57.29%	1,804.64			0.00%
4	800 PHONE LINE	49.82	100.00%	49.82		0.00		0.00		0.00		0.00	0.00%	0.00			57.29%
5	SIDS - TRAVEL	477.00	0.00%	0.00	100.00%	477.00		0.00		0.00		0.00	0.00%	0.00			57.29%
6	SIDS - TRAINING	484.82	0.00%	0.00	100.00%	484.82		0.00		0.00		0.00	0.00%	0.00			57.29%
7				0.00		0.00		0.00		0.00		0.00		0.00			
8				0.00		0.00		0.00		0.00		0.00		0.00			
9				0.00		0.00		0.00		0.00		0.00		0.00			
10				0.00		0.00		0.00		0.00		0.00		0.00			
11				0.00		0.00		0.00		0.00		0.00		0.00			
12				0.00		0.00		0.00		0.00		0.00		0.00			
13				0.00		0.00		0.00		0.00		0.00		0.00			
14				0.00		0.00		0.00		0.00		0.00		0.00			
15				0.00		0.00		0.00		0.00		0.00		0.00			

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL															
TOTAL CAPITAL EXPENDITURES					0.00		0.00		0.00		0.00		0.00		

(IV) OTHER COSTS DETAIL														% PERSONNEL MATCH	
TOTAL OTHER COSTS				0.00		0.00		0.00		0.00		0.00		0.00	57.29%
SUBCONTRACTS															
1			0.00		0.00		0.00		0.00		0.00		0.00	0.00	
2			0.00		0.00		0.00		0.00		0.00		0.00	0.00	
3			0.00		0.00		0.00		0.00		0.00		0.00	0.00	
4			0.00		0.00		0.00		0.00		0.00		0.00	0.00	
5			0.00		0.00		0.00		0.00		0.00		0.00	0.00	
OTHER CHARGES														Match Available	
1			0.00		0.00		0.00		0.00		0.00		0.00		
2			0.00		0.00		0.00		0.00		0.00		0.00		
3			0.00		0.00		0.00		0.00		0.00		0.00		
4			0.00		0.00		0.00		0.00		0.00		0.00		
5			0.00		0.00		0.00		0.00		0.00		0.00		
6			0.00		0.00		0.00		0.00		0.00		0.00		
7			0.00		0.00		0.00		0.00		0.00		0.00		
8			0.00		0.00		0.00		0.00		0.00		0.00		

(V) INDIRECT COSTS DETAIL														
TOTAL INDIRECT COSTS				32,133.44		13,145.79		0.00		0.00		0.00		18,987.65
15.00%	of Total Wages + Fringe Benefits			32,133.44	40.91%	13,145.79		0.00		0.00		0.00	59.09%	18,987.65

Program:	Maternal, Child and Adolescent Health (MCAH)					UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)		
Agency:	202116 Kings					MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Cnty NE		MCAH-Cnty E		
SubK:																		
						(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(14)	(15)
						TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/Agency*

(I) PERSONNEL DETAIL

TOTAL PERSONNEL COSTS					214,222.95	85,595.60	2,038.18	0.00	0.00	59,037.32	67,551.87						
FRINGE BENEFIT RATE			35.79%	56,459.95	22,559.32	537.18	0.00	0.00	15,559.70	17,803.77							
TOTAL WAGES				157,763.00	63,036.28	1,501.00	0.00	0.00	43,477.62	49,748.10							
												Lines MCF Per Staff	Staff Traveling (X)				
	FULL NAME (First Name Last Name)	TITLE OR CLASSIFICATION (No Acronyms)	% FTE	ANNUAL SALARY	TOTAL WAGES												
1	Nichole Fisher	Nursing Division Manager /Maternal, Child, and Adolescent Health Director	15.00%	116,121.00	17,418.00	44.00%	7,663.92		0.00		0.00	46.00%	8,012.28	10.00%	1,741.80	56.0%	X
2	Salina Ramirez	Public Health Nurse/Maternal, Child, and Adolescent Health Coordinator	50.00%	74,174.00	37,087.00	44.00%	16,318.28		0.00		0.00	18.00%	6,675.66	38.00%	14,093.06	56.0%	X
3	Salina Ramirez	Public Health Nurse/Perinatal Services Coordinator	30.00%	74,174.00	22,252.00	25.00%	5,563.00		0.00		0.00	45.00%	10,013.40	30.00%	6,675.60	95.0%	X
4	Czarina Marasigan	Supervising Public Health Nurse	20.00%	97,202.00	19,440.00	25.00%	4,860.00		0.00		0.00	45.00%	8,748.00	30.00%	5,832.00	95.0%	X
5	Desiree Aragon	Fiscal Specialist III	8.00%	65,666.00	5,253.00	44.00%	2,311.32		0.00		0.00	56.00%	2,941.68	0.00%	0.00	56.0%	
6	Teresa Lopez	Office Assistant III	10.00%	43,451.00	4,345.00	44.00%	1,911.80		0.00		0.00	56.00%	2,433.20	0.00%	0.00	56.0%	
7	Mari Ponce	Office Assistant II/Car Seat Technician	10.00%	39,333.00	3,933.00	100.00%	3,933.00		0.00		0.00	0.00%	0.00	0.00%	0.00	56.0%	
8	Edward Herriage	Public Health Nurse/County Health Nurse	35.00%	66,478.00	23,267.00	44.00%	10,237.48		0.00		0.00	10.00%	2,326.70	46.00%	10,702.82	56.0%	X
9	Vacant	Public Health Nurse/County Health Nurse	35.00%	66,478.00	23,267.00	44.00%	10,237.48		0.00		0.00	10.00%	2,326.70	46.00%	10,702.82	56.0%	X
10	Salina Ramirez	Public Health Nurse/SIDS Coordinator	2.02%	74,174.00	1,501.00	0.00%	0.00	100.00%	1,501.00		0.00	0.00%	0.00	0.00%	0.00	56.0%	
11					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
12					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
13					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
14					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
15					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
16					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
17					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
18					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
19					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
20					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
21					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
22					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
23					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
24					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
25					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
26					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
27					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
28					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
29					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
30					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
31					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
32					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
33					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
34					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
35					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
36					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
37					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
38					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
39					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
40					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
41					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
42					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
43					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
44					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
45					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
46					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
47					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
48					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
49					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
50					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
51					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
52					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
53					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
54					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
55					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
56					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
57					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
58					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
59					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
60					0.00		0.00		0.00		0.00		0.00		0.00	0.0%	

Program: Agency: SubK:					UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
Maternal, Child and Adolescent Health (MCAH) 202116 Kings					MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Cnty NE		MCAH-Cnty E			
					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(14)	(15)	
					TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/Agency*	
61					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
62					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
63					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
64					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
65					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
66					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
67					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
68					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
69					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
70					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
71					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
72					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
73					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
74					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
75					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
76					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
77					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
78					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
79					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
80					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
81					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
82					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
83					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
84					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
85					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
86					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
87					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
88					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
89					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
90					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
91					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
92					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
93					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
94					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
95					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
96					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
97					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
98					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
99					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
100					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
101					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
102					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
103					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
104					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
105					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
106					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
107					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
108					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
109					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
110					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
111					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
112					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
113					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
114					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
115					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
116					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
117					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
118					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
119					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
120					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
121					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
122					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
123					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
124					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
125					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
126					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
127					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
128					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
129					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%

Program: Agency: SubK:					Maternal, Child and Adolescent Health (MCAH) 202116 Kings					UNMATCHED FUNDING							NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)	
										MCAH-TV		MCAH-SIDS		AGENCY FUNDS					MCAH-Cnty NE		MCAH-Cnty E	
					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(14)	(15)					
					TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/Agency*					
130					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
131					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
132					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
133					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
134					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
135					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
136					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
137					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
138					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
139					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
140					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
141					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
142					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
143					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
144					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
145					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
146					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
147					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
148					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
149					0.00		0.00		0.00		0.00		0.00		0.00		0.00					
150					0.00		0.00		0.00		0.00		0.00		0.00		0.00					

BUDGET SUMMARY

FISCAL YEAR
2022-23

BUDGET
ORIGINAL

BUDGET STATUS	BUDGET BALANCE
ACTIVE	0.00

Version 7.0 - 150 Quarterly 4.20.20

Program:	Maternal, Child and Adolescent Health (MCAH)				UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)				
Agency:	202116 Kings								MCAH-Only NE				MCAH-Only E				
SubK:					MCAH-TV		MCAH-SIDS		AGENCY FUNDS								
					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(14)	(15)
					TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/Agency*
					ALLOCATION(S) →		111,238.00		3,000.00								#VALUE!

EXPENSE CATEGORY														
(I) PERSONNEL	214,222.95		85,595.60		2,038.18		0.00		0.00		59,037.32		67,551.87	
(II) OPERATING EXPENSES	30,626.22		12,496.61		961.82		0.00		0.00		15,834.59		1,333.20	
(III) CAPITAL EXPENDITURES	0.00		0.00		0.00		0.00		0.00		0.00		0.00	
(IV) OTHER COSTS	0.00		0.00		0.00		0.00		0.00		0.00		0.00	
(V) INDIRECT COSTS	32,133.44		13,145.79		0.00		0.00		0.00		18,987.65		0.00	
BUDGET TOTALS*		276,982.61	40.16%	111,238.00	1.08%	3,000.00	0.00%	0.00	0.00%	0.00	33.89%	93,859.56	24.87%	68,885.07
BALANCE(S) ➡			0.00		0.00									

TOTAL MCAH-TV
TOTAL MCAH-SIDS
TOTAL OAH
TOTAL TITLE XIX
TOTAL AGENCY FUNDS

111,238.00	→	111,238.00												
3,000.00	→		→	3,000.00										
0.00	→		→											
98,593.59	→		→							0.00	[50%]	46,929.79	[75%]	51,663.80
64,151.04	→		→							0.00	[50%]	46,929.77	[25%]	17,221.27

\$	212,831.59	Maximum Amount Payable from State and Federal resources
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WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

MCAH/PROJECT DIRECTOR'S SIGNATURE	DATE	AGENCY FISCAL AGENT'S SIGNATURE	DATE
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* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT		MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Cnty NE		MCAH-Cnty E
	PCA Codes	53107		53112						53118		53117
(I) PERSONNEL		85,595.60		2,038.18				0.00		29,518.66		50,663.90
(II) OPERATING EXPENSES		12,496.61		961.82				0.00		7,917.30		999.90
(III) CAPITAL EXPENSES		0.00		0.00				0.00		0.00		0.00
(IV) OTHER COSTS		0.00		0.00				0.00		0.00		0.00
(V) INDIRECT COSTS		13,145.79		0.00				0.00		9,493.83		0.00
Totals for PCA Codes	212,831.59	111,238.00		3,000.00				0.00		46,929.79		51,663.80

Program:		Maternal, Child and Adolescent Health (MCAH)		UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
Agency:		202116 Kings						MCAH-TV		MCAH-SIDS		AGENCY FUNDS			MCAH-Only NE		MCAH-Only E
SubK:				(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(14)	(15)	
				TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/Agency*	
(II) OPERATING EXPENSES DETAIL												29.00%		33.33%		57.29%	
TOTAL OPERATING EXPENSES				30,626.22		12,496.61		961.82		0.00		0.00		15,834.59		1,333.20	Match Available
	TRAVEL	4,000.00	37.67%	1,506.80		0.00		0.00		0.00		0.00	29.00%	1,160.00	33.33%	1,333.20	0.00%
	TRAINING	7,000.00	42.71%	2,989.70		0.00		0.00		0.00		0.00	57.29%	4,010.30		0.00	0.00%
1	COMMUNICATIONS	1,603.58	42.71%	684.89		0.00		0.00		0.00		0.00	57.29%	918.69			0.00%
2	INFORMATION SERVICES	13,861.00	42.71%	5,920.03		0.00		0.00		0.00		0.00	57.29%	7,940.97			0.00%
3	OFFICE EXPENSE	3,150.00	42.71%	1,345.37		0.00		0.00		0.00		0.00	57.29%	1,804.64			0.00%
4	800 PHONE LINE	49.82	100.00%	49.82		0.00		0.00		0.00		0.00	0.00%	0.00			57.29%
5	SIDS - TRAVEL	477.00	0.00%	0.00	100.00%	477.00		0.00		0.00		0.00	0.00%	0.00			57.29%
6	SIDS - TRAINING	484.82	0.00%	0.00	100.00%	484.82		0.00		0.00		0.00	0.00%	0.00			57.29%
7				0.00		0.00		0.00		0.00		0.00		0.00			
8				0.00		0.00		0.00		0.00		0.00		0.00			
9				0.00		0.00		0.00		0.00		0.00		0.00			
10				0.00		0.00		0.00		0.00		0.00		0.00			
11				0.00		0.00		0.00		0.00		0.00		0.00			
12				0.00		0.00		0.00		0.00		0.00		0.00			
13				0.00		0.00		0.00		0.00		0.00		0.00			
14				0.00		0.00		0.00		0.00		0.00		0.00			
15				0.00		0.00		0.00		0.00		0.00		0.00			

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL															
TOTAL CAPITAL EXPENDITURES					0.00		0.00		0.00		0.00		0.00		

(IV) OTHER COSTS DETAIL														% PERSONNEL MATCH	
TOTAL OTHER COSTS				0.00		0.00		0.00		0.00		0.00		0.00	57.29%
SUBCONTRACTS															
1			0.00		0.00		0.00		0.00		0.00		0.00	0.00	
2			0.00		0.00		0.00		0.00		0.00		0.00	0.00	
3			0.00		0.00		0.00		0.00		0.00		0.00	0.00	
4			0.00		0.00		0.00		0.00		0.00		0.00	0.00	
5			0.00		0.00		0.00		0.00		0.00		0.00	0.00	
OTHER CHARGES														Match Available	
1			0.00		0.00		0.00		0.00		0.00		0.00		
2			0.00		0.00		0.00		0.00		0.00		0.00		
3			0.00		0.00		0.00		0.00		0.00		0.00		
4			0.00		0.00		0.00		0.00		0.00		0.00		
5			0.00		0.00		0.00		0.00		0.00		0.00		
6			0.00		0.00		0.00		0.00		0.00		0.00		
7			0.00		0.00		0.00		0.00		0.00		0.00		
8			0.00		0.00		0.00		0.00		0.00		0.00		

(V) INDIRECT COSTS DETAIL														
TOTAL INDIRECT COSTS				32,133.44		13,145.79		0.00		0.00		0.00		18,987.65
15.00%	of Total Wages + Fringe Benefits			32,133.44	40.91%	13,145.79		0.00		0.00		0.00	59.09%	18,987.65

Printed: 10/5/2021 11:08 AM

Program: Agency: SubK:					Maternal, Child and Adolescent Health (MCAH) 202116 Kings					UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)	
										MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Only NE		MCAH-Only E	
										(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(14)
					TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/Agency*				
61					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
62					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
63					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
64					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
65					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
66					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
67					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
68					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
69					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
70					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
71					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
72					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
73					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
74					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
75					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
76					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
77					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
78					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
79					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
80					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
81					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
82					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
83					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
84					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
85					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
86					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
87					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
88					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
89					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
90					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
91					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
92					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
93					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
94					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
95					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
96					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
97					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
98					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
99					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
100					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
101					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
102					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
103					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
104					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
105					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
106					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
107					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
108					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
109					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
110					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
111					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
112					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
113					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
114					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
115					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
116					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
117					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
118					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
119					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
120					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
121					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
122					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
123					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
124					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
125					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
126					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
127					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
128					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			
129					0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00			

Program: Agency: SubK:		Maternal, Child and Adolescent Health (MCAH) 202116 Kings				UNMATCHED FUNDING							NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
						MCAH-TV		MCAH-SIDS		AGENCY FUNDS					MCAH-Cnty NE		MCAH-Cnty E			
						(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(14)	(15)		
						TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/Agency*		
130						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
131						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
132						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
133						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
134						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
135						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
136						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
137						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
138						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
139						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
140						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
141						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
142						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
143						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
144						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
145						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
146						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
147						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
148						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
149						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	
150						0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%	



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: Administration – Edward Hill/Matthew Boyett
SUBJECT: AMERICAN RESCUE PLAN ACT FUNDING ALLOCATION
SUMMARY:

Overview:

County Administration is seeking approval to use American Rescue Plan Act (ARPA) funds to pay for the previously approved \$500 lump-sum payments for all permanent County employees. Currently each department's dedicated funding streams are slated to bear the burden of these lump-sum payments. If approved, department funding sources will be relieved of this burden and ARPA funding will cover the \$500 lump-sum payments.

Recommendation:

- a. Authorize the use of American Rescue Plan Act funding to pay for the \$500 lump-sum payments previously authorized for all permanent County employees, including elected officials and the Board of Supervisors; and
- b. Adopt the budget change (4/5 vote required).

Fiscal Impact:

There is no cost to the County General Fund with this recommended action. The overall cost to provide all permanent County employees with a \$500 lump-sum payment is \$810,000, which would be paid from the County's remaining ARPA funding allocation, and processed through ARPA's budget unit, 110910.

BACKGROUND:

In March 2021, ARPA was signed into law, offering financial relief and resources for continued mitigation of the fiscal impacts as a result of COVID-19. Eligible uses of ARPA funding are as follows: revenue replacement due to reductions in base revenue, unexpected pandemic-specific expenditures, small business and at-risk household assistance, premium pay for essential workers, and investments in water, sewer and broadband

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AMERICAN RESCUE PLAN ACT FUNDING ALLOCATION

October 19, 2021

Page 2 of 2

infrastructures. County Counsel has investigated the eligibility of all County employees as it relates to the definition of essential workers and has made the determination that all County employees fall under the category of essential workers, making all permanent County employees eligible for premium pay funds through ARPA guidelines.

To continue to help relieve department-specific funding, realignment, and County General Fund resources, it is being recommended to fund the lump-sum payments for all permanent County employees with ARPA allocations. Doing so will enable departments to retain more funding for use towards critical services to the community as the county continues working through the pandemic.

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 forwarded to the Auditor.

Transfers Between Budget Units Within Same Department:

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

Transfers Approved by Administration:

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

Transfers Approved by the Department of Finance:

Transfers between line-item detail accounts within primary categories may be approved by the Department of Finance. 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 signed by the Department head or designee prior to submission to the Board of Supervisors. Agenda items requesting budget appropriations or fund transfers will not be placed on the agenda if the form is not included.

Special Instructions:

Copies of this form are on the intranet and on the G:/drive and can be saved to your file directory in the department 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 NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	ARPA	Transfer Out	100000	110910	96000	810,000
TOTAL						810,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	ARPA	Revenue Transfer In	100000	110910	89000	810,000
TOTAL						810,000

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

Dept. of Finance Approval _____ Department Head _____

Administration Approval _____ Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: Administration
California Public Finance Authority – Caitlin Lanctot

SUBJECT: APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS UP TO \$25,000,000
FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION
AND CONSTRUCTION OF EDUCATION FACILITIES FOR PATHWAYS TO
COLLEGE PROPERTIES, LLC

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

Recommendation:

Adopt a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Pathways to College Properties, LLC.

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The approval of the tax-exempt financing for the project will not place any financial obligations upon the County.

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS UP TO \$25,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF EDUCATION FACILITIES FOR PATHWAYS TO COLLEGE PROPERTIES, LLC

October 19, 2021

Page 2 of 2

Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

Pathways to College Properties, LLC (the “Borrower”) has requested that CalPFA issue tax-exempt bonds in an amount not to exceed \$25,000,000 to finance or refinance the construction, acquisition, equipping and improving of land and educational facilities located at the northwest corner of Hesperia Road and Hercules Street in Hesperia, California (the “Project”).

A public hearing was held for this Project on October 19, 2021. The Board has been asked to approve the issuance of the bonds as the host governmental unit.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$25,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF EDUCATION FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO

RESOLUTION NO. _____

WHEREAS, Pathways to College Properties, LLC (the “Borrower”), the sole member of which is the Pathways to College Foundation, Inc. (the “Foundation”), a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of one or more series of education facility revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$25,000,000 (the “Bonds”) to finance or refinance the costs of: (a) the construction, acquisition, equipping and improving of land and educational facilities located at the northwest corner of Hesperia Road and Hercules Street in the City of Hesperia, California 92345 (the “Facilities”); (b) funding a debt service reserve fund for the Bonds; (c) paying capitalized interest on the Bonds; and (d) paying certain Bond issuance expenses (collectively, the “Project”); and

WHEREAS, the Facilities will be owned by the Borrower and operated by Crosswalk: Hesperia Experiential Learning Pathways, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Code, as a charter school; and

WHEREAS, the Project is located within the City of Hesperia; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the “County”) and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the “Board of Supervisors”) is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code and in accordance with IRS Rev. Proc. 2020-21, the Board of Supervisors has, following notice duly given, held a public hearing via teleconference regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 19th day of October, 2021, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this 19th day of October, 2021.

Clerk of said Board of Supervisors

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 9:00 a.m., or as soon thereafter as the matter can be heard, on Tuesday, October 19, 2021, the Board of Supervisors of the County of Kings (the “County”) will conduct a public hearing, via teleconference as permitted in accordance with IRS Rev. Proc. 2020-21, as required by Section 147(f) of the Internal Revenue Code of 1986, at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of education facility revenue bonds (the “Bonds”) in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$25,000,000 in outstanding aggregate principal amount, to finance or refinance the costs of: (a) the construction, acquisition, equipping and improving of land and educational facilities located at the northwest corner of Hesperia Road and Hercules Street in the City of Hesperia, California 92345 (the “Facilities”); (b) funding a debt service reserve fund for the Bonds; (c) paying capitalized interest on the Bonds; and (d) paying certain Bond issuance expenses (collectively, the “Project”). The Facilities are to be owned by Pathways to College Properties, LLC (the “Borrower”), the sole member of which is the Pathways to College Foundation, Inc. (the “Foundation”), a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The Facilities will be leased to and operated by Crosswalk: Hesperia Experiential Learning Pathways, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Code.

Those wishing to comment on the proposed financing and the nature and location of the Project may participate via teleconference using the following toll-free teleconference line: Telephone: 800-747-5150, followed by the Access Code of: 4501310#, at the time indicated above or submit written comments, which must be received no later than 4:00 pm on Monday, October 18, 2021, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230.

Dated: October 12, 2021

COUNTY OF KINGS

By: /s/ Catherine Venturella
Clerk of the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: Administration – Edward Hill/Matthew Boyett

SUBJECT: AGREEMENT WITH VANIR FOR CAPITAL PROJECT MANAGEMENT SERVICES

SUMMARY:

Overview:

County Administration is seeking approval of an agreement with Vanir Construction Management Incorporated (Vanir) for various capital project management services for two Human Services Agency (HSA) projects – HomeKey and the Low Barrier Shelter (LBS) Replacement project.

Recommendation:

Approve the agreement with Vanir Construction Management Incorporated for capital project management services for project HomeKey and Low Barrier Shelter Replacement, retroactively effective from October 1, 2021 to July 31, 2022.

Fiscal Impact:

There is no impact to County General Fund with this agreement. This is a fee-for-service agreement with various services and applicable fees outlined in Exhibit B of the contract. The overall contract budget is \$206,575 for all estimated work to be completed, equaling about \$20,658 per month in services. Expenses under this contract will be paid through HSA's various federal, state and realignment funding in Budget Unit 510000, and were included in the department's Fiscal Year 2021-2022 Adopted Budget.

BACKGROUND:

In June 2021, the County completed a Request for Qualification (RFQ) process for capital project management services to help County Administration effectively and efficiently manage two Fire Department and two Library capital projects. Vanir was selected as the initial awardee. On July 27, 2021, the Board formally approved Vanir's contract for capital project management services for the Fire Department and Library projects.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH VANIR FOR CAPITAL PROJECT MANAGEMENT SEWRVICES

October 19, 2021

Page 2 of 2

After several meetings with HSA regarding Project HomeKey and LBS Replacement, it was determined that Vanir's capital project management services would be critical to the success and completion of HSA's projects. County Administration, HSA, and Vanir met on a few occasions to discuss HSA's needs and Vanir's services that would best address those needs. Through the meetings, it was determined that the following capital project management services would be instrumental to the success of HomeKey and LBS Replacement:

- Cost Management
- Planning
- Project Execution
- Project Monitoring
- Project Closeout
- Communication
- Documentation Review and Examination
- Architectural Space Program Validation
- Real Estate Advisement

On August 26, 2021, a Sole Source Justification Request was approved by the County Purchasing Manager, citing the vetting of Vanir through the initial RFQ conducted in June 2021, similarities in the needed services and qualifications to the initial RFQ, centralization of information and coordination with County Administration on capital projects, and the immediate need for services on HSA's pending projects.

The term of this agreement is from October 1, 2021 to July 31, 2022.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2021, between the County of Kings, a political subdivision of the State of California ("County") and Vanir Construction Management, Inc., a California corporation ("Contractor") (singularly a "Party," collectively the "Parties").

RECITALS

WHEREAS, the County requires capital project management services for two (2) housing projects designed to address the needs of Kings County residents experiencing or at risk for homelessness: the Homekey Triangle Project (defined below) and the Low Barrier Project (defined below) (collectively the "Developments").

WHEREAS, the "Homekey Triangle Project" is an ongoing development of twenty-four (24) low-income manufactured housing units, situated on two (2) acres of a four (4) acre parcel in Hanford, California;

WHEREAS, the "Low Barrier Project" is in the early stages of developing permanent supportive housing for persons experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness and are in need of mental health services;

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

professional responsibility.

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

3. COMPENSATION

County shall pay Contractor at the hourly rates set forth in **Exhibit B**. The maximum compensation payable under this Agreement is \$206,575.00, and includes \$2,475.00 for reimbursable costs. Contractor is not entitled to, nor will County pay 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 Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in this Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement commences on October 1, 2021, and terminates on July 31, 2022. The Parties may extend this Agreement for one (1) year on the same terms and conditions and in accordance with Section 6. The Parties acknowledge and understand this Agreement applies retroactively from October 1, 2021.

5. RECORDS AND INSPECTIONS

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

6. AMENDMENTS

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

authorized by the Board.

7. TERMINATION

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

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

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

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

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

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

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

provide a Notice of Default to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

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

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right to obtain indemnification from Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

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

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

D. Insurance Limits. Contractor shall obtain the required insurance policies for the amounts set forth below, unless otherwise approved by the County's Risk Manager in

writing prior to the execution of this Agreement.

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

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

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

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

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

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

9. INDEMNIFICATION

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and shall

Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

Services under this Agreement are personal services. Contractor 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

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

///

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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
Attn: Edward Hill, CAO
1400 West Lacey Blvd., Building #1
Hanford, CA 93230

Contractor

Vanir Construction Management, Inc.
Attn: Steven Whitehead
4540 Duckhorn Drive, Ste. 300
Sacramento, CA 95834

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

20. CHOICE OF LAW

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

Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If any of the provisions of this Agreement are found unenforceable, the remaining provisions remain enforceable as fully as possible and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

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

23. NO THIRD PARTY BENEFICIARIES

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

24. ADA COMPLIANCE

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

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

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations

made or entered into by the County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

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

An original, executed Agreement may be imaged and electronically stored ("Electronic Copy"). The Parties may use an Electronic Copy in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the Electronic Agreement under the claim it was not originated or maintained in paper form.

27. AUTHORITY

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


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

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

COUNTY OF KINGS

VANIR CONSTRUCTION MANAGEMENT, INC.

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

By: 
Name: Steven Whitehead, President

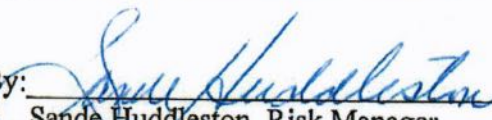
ATTEST

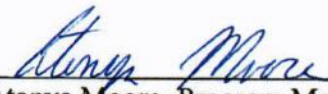
Reviewed and Recommended

By: _____
Catherine Venturella, Clerk of the Board


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

Approved as to Endorsements Received

By: 
Sande Huddleston, Risk Manager

By: 
Atonya Moore, Program Manager
Fiscal, Human Services Agency

APPROVED AS TO FORM
Diane Freeman, Interim County Counsel

By:  Cindy Crose Kliever
2021.10.06 13:25:12 -07'00'
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Compensation/Fees

Exhibit C: Kings County ADA Grievance Procedures

Exhibit A

SCOPE OF WORK

Contractor shall assist the County in its oversight and management of each of the Projects, the Homekey Triangle Project and the Low-Barrier Development. Contractor is responsible for maintaining frequent communication with and to instruct various contractors and subcontractors engaged in the Projects. Contractor's responsibilities require performing work at the County's campus.

Homekey Triangle Project

Contractor shall coordinate and manage all aspects the Homekey Triangle Project, through completion and oversee the Projects' planning, pre-design, design, construction bidding and contract awards, construction, building information modeling services for design, procurement, and project closeout. Contractor shall perform the following responsibilities as appropriate for stage of development of the Homekey Triangle Project:

Cost Management

The Homekey Triangle Project budget was previously developed prior to this Agreement. Contractor shall review the construction bid of the Homekey Triangle Project to help determine real and actual costs based on the current regional bid market conditions and budget requirements. If necessary, Contractor will prepare a cost estimate to confirm the bid is in line with market conditions and recommend changes if they necessary to maintain budget.

Planning

Oversee project conceptualization, site selection and preparation, feasibility studies, milestone creation, budget and budget control development, project master scheduling, and development of high-level project monitoring indicators and evaluation measures to ensure the goals of a project are accomplished within strict time and resource constraints. Identify key stakeholders that will receive frequent progress reports by others and updates throughout the life of a project.

Project Execution

Through effective project and construction management skills, help to oversee the Projects deliver on applicable timelines, budget constraints, and milestones. Conduct request for proposal processes as needed for project execution, including drafting requests for proposals, assisting the County and making recommendations regarding on the selecting. Contractor shall help County determine access to utilities and coordinate connections accordingly. Conduct periodic project team meetings as required to maintain project delivery schedules. Oversee the closeout and warranty of projects.

///

Exhibit A

Project Monitoring

Review and oversee project progress through strategies and methodologies developed during project planning. Help keep projects on track and meet time constraints, and address any deficiencies discovered during project monitoring. Oversee and monitor design consultants, contractors, and their deliverables.

Project Closeout

Assist in overseeing that projects meet all requirements, including applicable reports and documentation to other agencies and entities in a timely manner according to project requirements. Track trade warranty and maintenance periods after construction, and help oversee that subcontractors properly closeout and finalize various aspects of each project.

Communication

Act as the liaison between the County and project contractors. Help handle disputes that arise between the County and contractors. Meet with contractors to resolve disputes. Lead, interface, and coordinate with various workers and other project professionals and permitting authorities on technical aspects of a project. Provide the County with frequent communication and reports on the status of active projects; including status on budget, milestones, requirements, and time lines (frequency can vary depending on the complexity and scope of the project).

Documentation Review and Examination

Review various project documents submitted to the County and provide timely recommendations based on Contractor's expertise and suggest needed action. Approve and authorize change orders during the course of a project in compliance with County's change order policy. Coordinate with County staff and other stakeholders as needed. Help prepare documents that the Kings County Board of Supervisors must consider for approval. Help produce and submit applicable state and federal reports as needed to satisfy project requirements.

County shall maintain responsibility for documents within the Project Document Control processes such as Requests for Information (commonly known as RFIs), Submittals, Correspondence, Potential Change Orders (commonly known as PCOs), Architects Supplemental Information (commonly known as ASIs), schedules, etc. will be handled directly between the project contractors and the assigned County personnel, with the Capital Project Manager overseeing the various processes and providing input as necessary.

Low Barrier Project

Contractor shall perform the following responsibilities for the development of the Low Barrier Project:

Exhibit A

Architectural Space Program Validation

Examine the County's intended approach to the Low Barrier Project's operations and service programs to ensure site(s) the County contemplates purchase is compatible with the County's needs. The information gained from this examination will inform the finalization of space required to construct the Low Barrier Project. Contractor shall prepare cost estimates to help determine the best site to locate the Low Barrier Project.

Activities will include a high-level analysis and report of staffing and operations requirements, the project timeline and the following regulations:

1. Regulations of the State Fire Marshal (Cal. Code Regs., tit. 19, § 1.00 et seq.); and
2. Building Standards Code (Cal. Code Regs., tit. 24, § 1-101 et seq.).

All properties presented to the County for consideration must be for sale or long term lease, and must be appropriately zoned for the purposes of sheltering individuals. The preference is for the properties that are for sale and located in Hanford or close to Hanford.

Properties presented to the County must accommodate the following:

1. Non congregate shelter for thirty-five (35) to forty-five (45) individuals with individual rooms and shared restrooms;
2. Office building structure to house approximately four (4) staff; have some separate space for interviewing and counseling
3. Services that would be provided onsite: case management – development of individual needs plan; permanent housing search/assistance; counseling for sub abuse/Mental health; employment services; SSI advocacy; etc.
4. Storage space for PPE, donated clothing, food supplies, etc.
5. If bathroom/shower facilities are shared, they must have capacity to be easily and thoroughly cleaned
6. Storage space for mail and documents of homeless individuals that cannot be in the shelter but need a check in place. Storage space for personal belongings of individuals that leave for treatment/etc.

The property(ies) recommended may be any of the following listed in order of preference:

1. Developed land with structure such as a motel or other similar buildings that are mostly ready for occupancy

Exhibit A

2. Partially developed land with some structures (such as building that can meet office building needs or bathroom/shower facilities) and the sufficient land to put shelter structures on that would meet the non-congregate shelter requirements
3. Partially developed land with infrastructure in place (access to water, sewer, electricity) but vacant so that non congregate shelter structures, restrooms, office building can all be developed
 - a. Undeveloped land but close proximity to access water, sewer, electricity

Real Estate Advisement

Assistance with real estate transaction questions, search real estate properties, prepare sales comparable for the County's review by, and review of property management laws and regulations.

Exhibit B

COMPENSATION/FEES

Fee-for-Service (per-hour)

Principal in Charge	\$245
Project Director	\$195
Real Estate Consultant	\$100
Architect	\$195
Construction Manager	\$170
Estimator	\$165
Scheduler	\$165
Administrative Assistant	\$90

Contractor will provide consulting services described in **Exhibit A** on a time and materials basis, not to exceed \$204,100.00 in time and materials, plus costs of \$2,475.00. Said costs include items such as express deliveries and other out-of-pocket expenses. Contractor shall record time and costs separately, and submit invoices for each project separately.

Exhibit C

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit C

County of Kings

2016 ADA Self-Evaluation

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

COUNTY OF KINGS PURCHASING DEPARTMENT

SOLE SOURCE JUSTIFICATION

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

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

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

- ☐ a. The requested product is an integral repair part or compatible only with *existing* equipment
- Existing Equipment _____
- Manufacturer/Model Number _____
- Age _____
- Current Estimated Value \$ _____
- ☐ b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Departments needs and is not available in comparable products/service providers.
- ☐ c. The requested product or service is one with which I (or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
- ☒ d. Other factors (provide detailed explanation in #2 below).

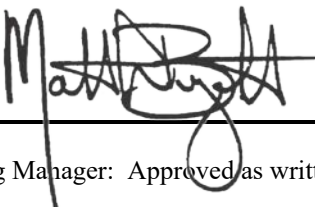
2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary.

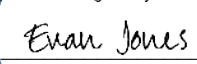
An RFQ was conducted and finalized in June 2021 for capital project management services. The County received three submittals, one of which was from Vanir. After scoring the proposals, Vanir was selected as the awardee. The RFQ included services for the following capital projects: new Fire Station 4 construction, Armona Fire Station renovation, and Avenal and Lemoore library renovations. Similar capital project management services are now needed for two projects at HSA for sheltering. With Vanir already being vetted for these types of services through the initial RFQ, since they will already be managing other capital projects undertaken by the County, and with sheltering projects needing immediate attention due to strict time frames and funding mandates, an amendment to Vanir's contract is being requested to add HSA's capital project needs and applicable compensation (which will be paid for by HSA). With the capital project manager being an assistant and liaison for Administration on handling capital projects, having these projects managed and coordinated to Administration from a single vendor is paramount in the efficiency and effectiveness of properly managing these projects.

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

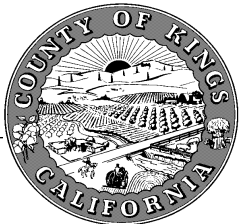
4. List below the names of each individual who was involved in the evaluation and scoring of the Request for Qualification (RFQ). Kyria Martinez, Bill Lynch, Dominic Tyburski, and Natalie Rencher were on the scoring panel for the initial RFQ where Vanir was selected as the awardee.

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

Signature	Printed Name and Title	Date
	Matthew Boyett, Administrative Analyst	08-26-21

Purchasing Manager: Approved as written ☒ Rejected ☐ Signed  8/26/2021

Evan Jones, Purchasing Manager



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: Administration - Edward Hill
Chemical Waste Management – Bob Henry

SUBJECT: KETTLEMAN HILLS WASTE FACILITY QUARTERLY REPORT

SUMMARY:

Overview:

Quarterly report of facility activities at the Kettleman Hills Hazardous Waste Facility. The report will be given by representatives from Chemical Waste Management, the company that operates the facility.

Recommendation:

Accept the quarterly report from Chemical Waste Management.

Fiscal Impact:

None.

BACKGROUND:

On December 22, 2009, the Kings County Board of Supervisors adopted Resolution No. 09-073, which authorized issuing Conditional Use Permit No. 05-10 for Chemical Waste Management, Incorporated (CWM) to operate the Kettleman Hills Hazardous Waste Facility. As part of the conditions of approval as cited in condition #B-4 of Resolution No. 09-073, "That the General Manager of the CWM Kettleman Hills Facility shall give quarterly rather than monthly reports to the Board of Supervisors, in person, concerning the monitoring program and any and all other work or activity at the site, including any and all information sent to all regulatory agencies." In accordance with these provisions, the General Manager will attend the meeting updating your Board on the previous quarter's activities. The Board may, from time-to-time, require special reports concerning specific items or activities about which they are concerned in addition to the regular update.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 19, 2021

SUBMITTED BY: Interim County Counsel – Diane Freeman

SUBJECT: **ORDINANCE REPEALING SUPERVISORIAL DISTRICT BOUNDARIES AND PROVIDING THAT NEW BOUNDARIES WILL BE ADOPTED BY RESOLUTION**

SUMMARY:

Overview:

This ordinance repeals the boundaries of the supervisorial districts in the Kings County Code of Ordinances and provides that new boundaries will be established by resolution, as allowed by recently enacted legislation. COVID-19 related delays in the release of Census data have resulted in compressed deadlines to conduct the public hearings required prior to adoption of new boundaries. Adoption of boundaries by resolution will allow more time for public hearings and input.

Recommendation:

Adopt Ordinance No. 700 Approving Amendments to the Kings County Code of Ordinances Repealing the Descriptions of the Boundaries of the Five Supervisorial Districts in Kings County, and Providing That New Boundaries will be Adopted by Resolution.

Fiscal Impact:

None.

BACKGROUND:

Every ten years, after the U.S. Census data is released, the County is required to evaluate whether its supervisorial districts have approximately equal populations using the new census data. Because of the COVID-19 pandemic, the Census Bureau was about six months behind schedule in releasing census data. As a result, the County has about half the amount of time to redistrict.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ORDINANCE REPEALING SUPERVISORIAL DISTRICT BOUNDARIES AND PROVIDING THAT NEW BOUNDARIES WILL BE ADOPTED BY RESOLUTION

October 19, 2021

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In addition, recent legislation known as the Fair Maps Act (AB 849) requires the Board to hold at least four public hearings, at specified times, prior to adopting a final map. The deadline for adoption of a map is December 15, 2021. The current proposed schedule provides for a first reading of the ordinance adopting a new map on December 7, 2021, and second reading on December 14, 2021. If the Board adopts a new map by resolution, it can do so at the December 7, 2021, Board meeting and reserve the December 14, 2021, Board meeting for an additional hearing if needed.

Senate Bill 594, which was enacted September 27, 2021, expressly allows counties to adopt supervisorial districts by resolution or ordinance as set forth in Elections Code 21500. Adoption of supervisorial districts by resolution will allow additional time for the Board to conduct the required public hearings, and for the public to provide input regarding the draft maps.

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF KINGS REPEALING
CHAPTER 2, ARTICLE 1, SECTIONS 2-8 THROUGH 2-12 OF THE CODE OF
ORDINANCES IN THEIR ENTIRETY AND ENACTING NEW CHAPTER 2,
ARTICLE 1, SECTION 2-8 RELATING TO SUPERVISORIAL DISTRICT
BOUNDARIES**

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

Section 1. That the Code of Ordinances, County of Kings Chapter 2, Article 1, Sections 2-8 through 2-12, heretofore adopted by Ordinance No. 653 on July 26, 2011, are hereby repealed in their entirety, effective as of the date a resolution approving new supervisorial boundaries is adopted by the board.

Section 2. That the Code of Ordinances, County of Kings, is hereby amended by adding Chapter 2, Article 1, Section 2-8 which reads as follows:

Sec 2-8 Supervisorial District Boundaries. Following each federal decennial census, the board shall, by resolution, adopt boundaries for all of the supervisorial districts of the county so that the supervisorial districts shall be substantially equal in population as required by the United States Constitution and California Elections Code section 21500, et seq., as may be amended.

Section 3. Sections 2-9 through 2-12 are hereby reserved.

Section 4. This ordinance shall become effective thirty (30) days after it is passed and adopted.

PASSED AND ADOPTED by the Board of Supervisors of the County of Kings, State of California, on the 19th day of October 2021, by the following vote:

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

Craig Pedersen, Chairman
Board of Supervisors, County of Kings,

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

Catherine Venturella,
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 October 19, 2021

SUBMITTED BY: Department of Public Health – Darcy Pickens/Heather Silva

SUBJECT: NOVEL CORONAVIRUS 2019 COUNTY UPDATE

SUMMARY:

Overview:

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

Recommendation:

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

Fiscal Impact:

The County is tracking costs and revenue losses related to the emergency.

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there are vaccines for antiviral treatment of COVID-19. County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.