

### 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

Larry Spikes, Interim County Admin. Officer  
Carrie Woolley, Interim County Counsel  
Catherine Venturella, Clerk of the Board

## Board of Supervisors Regular Meeting Agenda

**Date:** Tuesday, August 31, 2021  
**Time:** 9:00 a.m.  
**Place:** Board of Supervisors Chambers, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

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

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

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The Board of Supervisors will convene their public meetings via video and teleconference as detailed below. Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting in the Board's Chambers.

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

<https://youtu.be/Jc-ll85SvEs>

**Members of the public who wish to participate in the meeting virtually and make public comment can do so via the worldwide web at:** <https://countyofkings.webex.com/countyofkings/j.php?MTID=md3b3fdd321e837c7b7e96599cc72276f>

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, the Clerk of the Board will only read the names of who have submitted comments 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 be read into the record of the next meeting. To submit written comments by email, please forward them to [bosquestions@co.kings.ca.us](mailto: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.

### **10:00 AM - REDISTRICTING PUBLIC HEARING INSTRUCTIONS – ENGLISH**

**To attend virtually in English and make public comment, the meeting link is:**

<https://countyofkings.webex.com/countyofkings/j.php?MTID=md3b3fdd321e837c7b7e96599cc72276f>

- Members of the public, who participate via their computers or through the WebEx application platform, may provide public comment at the meeting by using the "Raise Your Hand" function and you will be called upon when it is your turn to speak. Testimony will be limited to five (5) minutes per speaker during the public hearing section of the meeting.
- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 1779 58 2188#**.

If you just wish to only observe the public hearing and not make comments access this YouTube <https://youtu.be/Jc-ll85SvEs>

### **10:00 AM - INSTRUCCIONES PARA LA AUDIENCIA PÚBLICA DE REDISTRIBUCIÓN - ESPAÑOL**

**Para asistir virtualmente en inglés y hacer comentarios públicos, el enlace de la reunión es:**

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m372a3108354ea0352c652f7ac48c8b2d>

- Los miembros del público, que participan a través de sus computadoras o mediante la aplicación WebEx, pueden proporcionar comentarios públicos en la reunión mediante la función "Levantar la mano" y se le llamará cuando sea su turno de hablar. El testimonio se limitará a cinco (5) minutos por orador durante la sección de audiencia pública de la reunión.
- Si tiene problemas para iniciar sesión a través de Internet, puede unirse a la reunión por teléfono llamando al **(415) 655-0003**, luego ingrese el **código de acceso 1777 30 6369#**

Si solo desea observar la audiencia pública y no hacer comentarios acceda a este enlace de YouTube <https://youtu.be/m1mxaAYWdbQ>



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

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

- III. APPROVAL OF MINUTES**  
**A.** Report Out of Closed Session on August 24, 2021.  
**B.** Approval of the minutes from the August 24, 2021 regular meeting.

- IV. CONSENT CALENDAR**
- A. Behavioral Health Department:**
1. Consider approving the Agreement with Casa Pacifica Centers for Children and Families for Specialty Mental Health Services, retroactively effective from June 22, 2021 to June 30, 2023.
  2. Consider adopting a Resolution declaring the month of September 2021 as Suicide Prevention Awareness Month in Kings County.
- B. Department of Finance:**
1. Consider approving the Agreement with InfoSend to print and mail out property tax bills and notices, retroactively from August 1, 2021 to July 31, 2024 with automatic successive two year renewal periods.
- C. Public Health Department:**
1. a. Consider adding 1.00 Full-Time Equivalent Database Analyst in Budget Unit 411300; and  
b. Consider adding 1.00 Full-Time Equivalent Program Specialist in Budget Unit 411300; and  
c. Consider deleting 1.0 Full-Time Equivalent Health Educator in Budget 411300; and  
d. Consider deleting 1.0 Full-Time Equivalent Medical Biller in Budget 411300.
  2. Consider re-appointing the following members to the Kings County Ambulance Commission: Rusty Stivers, City of Avenal primary representative and Arend LaBlue, City of Avenal alternate representative; Gary Cramer, City of Corcoran primary representative and Rueben Shortnacy, City of Corcoran alternative representative; Steve Pendergrass, City of Hanford primary representative and Tom McKean, City of Hanford alternate representative; Michael Kendell, City of Lemoore primary representative and Margarita Ochoa, City of Hanford alternate representative; David Dodd, Kings County primary representative and Chris Barsteceanu, Kings County alternate representative; William Lynch, Kings County primary representative and Josh Cunningham, Kings County alternate representative; Nicole Alvarez, Local Hospital primary representative and Lieslle Sprague, Local Hospital alternate representative .
  3. Consider approving the advanced step hire of Michelle Wynne as a Physical Therapist at Salary Range 233.0, Step 5.
  4. Consider approving the advanced step hire of Meghan Whitaker as a Senior Dietitian at Salary Range 222.0, Step 5.
- D. Public Works Department:**
1. Consider authorizing the Fleet Superintendent to sell Human Services Agency's 2013 vans to county departments using Kelly Blue Book value for the cost of the vehicles.



**CONSENT CALENDAR CONTINUED**

**E. Sheriff's Department:**

1. a. Consider adopting a Resolution authorizing participation in the Alcohol Policing Partnership Grant; and
- b. Authorize the Sheriff to sign the Grant Agreement; and
- c. Adopt the budget change. **(4/5 vote required)**

**V.**

**REGULAR AGENDA ITEMS**

**A. District Attorney – Keith Fagundes/Veronica Mello**

1. Consider receiving and filing the Annual Report of the Real Estate Fraud Prosecution Trust Fund Program pursuant to California Government Code section 27388 for the period of July 1, 2020 through June 30, 2021.

**B. Department of Finance – James Erb**

1. Consider approving the reallocation of \$3,300,000 of Contingencies to the following Assigned Fund Balance accounts:
  - a. Assigned FB – Economic Uncertainty \$ 1,875,000
  - b. Assigned FB – Automation Replacement \$ 900,000
  - c. Assigned FB – State Court Audit Adjustment \$ 525,000
2. Approve the reallocation of \$1,000,000 of Contingencies to a 115 Pension Trust administered by Public Agency Retirement Services (PARS) and designate the Director of Finance as the authority to select or change the investment option(s).

**C. Human Resources – Henie Ring/Carolyn Leist**

1. Consider authorizing the Human Resources Director to sign an Agreement with NEOGOV for the NEOGOV Talent Management Suite Bundled Subscription Fees and professional services beginning October 1, 2021.

**D. Public Works Department – Dominic Tyburski**

1. a. Consider approving the construction Contract Change Order #3 for D.H. Williams Construction Inc., in the amount of \$83,694 for the Kings County Sheriff's Operations Building Site Improvements; and
- b. Authorize the Public Works Director to sign Change Order #3.

**E. Administration – Larry Spikes/Matthew Boyett**

1. Consider adopting the Resolution approving the Final Fiscal Year 2021-2022 Kings County Budget.

**F. Public Health Department – Edward Hill/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.

**VI. 10:00 AM PUBLIC HEARING**

**Administration – Larry Spikes/Kyria Martinez**

**County Counsel – Carrie Woolley/Diane Walker Freeman**

1. Conduct the County's third public hearing for the County's 2021 Supervisorial Redistricting process.



**10:00 AM PUBLIC HEARING**

**County Counsel – Carrie Woolley/Diane Walker Freeman  
 Community Development Agency – Chuck Kinney**

1. Conduct a public hearing to consider affirming the decision of the Planning Commission approving the Conditional Use Permit No. 19-01 Amendment.
- 2.. Conduct a public hearing to consider affirming the decision of the Planning Commission approving the Conditional Use Permit No. 19-02 Amendment.
3. Conduct a public hearing to consider affirming the decision of the Planning Commission approving the Conditional Use Permit No. 20-02.

**VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

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

**VIII. CLOSED SESSION**

- ◆ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)]**
- ◆ **Personnel Matter: [Govt. Code Section 54957]**  
*Public Employee Appointment: County Counsel*
- ◆ **Personnel Matter: [Govt. Code Section 54957]**  
*Public Employee Appointment: Director of Finance*

**IX. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING**

**X. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING**

**XI. 11:15 AM BOARD OF EQUALIZATION REGULAR MEETING**

**XII. ADJOURNMENT**

**The September 7, 2021 meeting has been cancelled in observance of Labor Day on September 6, 2021 when County offices will be closed..**The next regularly scheduled meeting will be held on Tuesday, September 14, 2021, at 9:00 a.m.

**FUTURE MEETINGS AND EVENTS**

September 14	9:00 AM	Regular Meeting
September 21	9:00 AM	Regular Meeting
September 28	9:00 AM	Regular Meeting

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

**Board Members**

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



**Staff**

Larry Spikes, Interim County Admin. Officer  
Carrie Woolley, Interim County Counsel  
Catherine Venturella, Clerk of the Board

# Board of Supervisors

## Regular Meeting Action Summary

**Date:** Tuesday, August 24, 2021  
**Time:** 9:00 a.m.  
**Place:** Board of Supervisors Chambers, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

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

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

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The Board of Supervisors will convene their public meetings via video and teleconference. Pursuant to the Executive Orders, 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](mailto:bosquestions@co.kings.ca.us) on the morning of the meeting for an automated email response with the WebEx meeting information.

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<https://youtu.be/ihWvsKzwBuo> or go to [www.countyofkings.com](http://www.countyofkings.com) and click on the "Join Meeting" link.

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**I. 9:00 AM CALL TO ORDER**

**ROLL CALL – Clerk of the Board**  
**INVOCATION –Pastor Andrew Cromwell – Koinonia Church**  
**PLEDGE OF ALLEGIANCE**  
**ALL MEMBERS PRESENT**

**II. UNSCHEDULED APPEARANCES**

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

**Jason Gomes, Kings County former employee stated that he recently lost his job for failing a drug test and stated that he has taken it upon himself to attend rehabilitation and he feels he deserves a second chance after working for the County for close to 20 years.**

**Keith Fagundes, Kings County District Attorney gave the Board an update on hearings in court his office is handling and introduced Charlie Flores who has been promoted to Chief of Investigations in the District Attorneys office.**



**Lupe Villa, Kings County Registrar of Voters gave the Board an update on the September 14, 2021 California Governor recall election and stated that 4,122 ballots have already been completed and returned by registered voters.**

**III. APPROVAL OF MINUTES**

**A.** Report out of Closed Session from August 17, 2021.

**REPORT OUT: LARRY SPIKES STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSION ON AUGUST 17, 2021.**

**B.** Approval of the minutes from the August 17, 2021 regular meeting.

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

**C.** Approval of the minutes from the August 17, 2021 special meeting.

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

**IV. CONSENT CALENDAR**

**A. Agriculture Department:**

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Nursery Inspection Program, retroactively effective from July 1, 2021 to June 30, 2022. **[Agmt 21-106]**

**B. Behavioral Health Department:**

1. Consider approving the Agreement with Aegis Treatment Centers, Limited Liability Company for Outpatient Narcotic Treatment Program Services, retroactively effective from July 1, 2021 to June 30, 2023. **[Agmt 21-107]**

**C. Human Services Agency:**

1. Consider approving the Agreement with Good Guard Security Services Incorporated to provide security services for Project Roomkey. **[Agmt 21-108]**

**D. Probation Department:**

1. Consider approving an Agreement with Kings View Counseling Services to continue providing substance use and mental health treatment services to probation youth, retroactively effective from July 1, 2021 to June 30, 2022. **[Agmt 21-109]**

**E. Public Health Department:**

1. Consider approving the Agreement with the California Department of Public Health to continue to receive, use and disclose California Reportable Disease Information Exchange data. **[Agmt 21-110]**

**F. Administration:**

1. Consider approving the Statement of Work for the Kings County portion of the 12 month audit period ending June 30, 2022, for auditing services related to the State Water Project. **[Agmt 21-111]**
2. Consider denying the Claim for Damages filed by Johnathan Harper.

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



**V.**

**REGULAR AGENDA ITEMS**

**A. Finance Department – Jim Erb**

1. Consider adopting a Resolution authorizing the Director of Finance to provide short-term cash flow loans from the County Treasury Pool to Treasury Pool members, not to exceed 70% of the agency's Fiscal Year 2021-2022 property tax apportionment, and lend, in aggregate, no more than 15% of the County Treasury Pool, as authorized by the California Constitution. **[Reso 21-054]**

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

2.
  - a. Consider adopting a Resolution giving the Director of Finance (County Treasurer) the authority to make transfers to the General Fund of up to \$29,260,800 (70% of the Fiscal Year 2021-2022 budgeted secured property tax revenue) for cash flow purposes. Repayment will be made from the General Fund's property tax allocation before the end of the Fiscal Year 2021-2022; and
  - b. Instruct the Director of Finance to bring a similar request forward on an annual basis, if needed. The report will include the month-end for cash balances for the preceding fiscal year. **[Reso 21-055]**

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

3. Consider approving the changes to the County of Kings travel and trip policies to be effective September 17, 2021.

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

**B. Public Works Department – Dominic Tyburski**

1.
  - a. Consider awarding the professional services Agreement for surveying to Bedrock Engineering for the Senate Bill-1 funded Kings County Roadway Improvement Project;
  - b. Authorize the Public Works Director to sign the professional services Agreement; and
  - c. Authorize the Public Works Director to approve additional costs up to ten percent of the contract amount. **[Agmt 21-112]**

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

**C. Public Health Department – Edward Hill/Darcy Pickens**

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

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

**VI.**

**STUDY SESSION**

**A. Agriculture Department – Jimmy Hook**

Receive a presentation on the 2020 Annual Crop Report outlining the status of agriculture in Kings County.

**ACTION: NO**

**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 Neves stated that he attended the Kings County Employee Brown bag luncheon, attended the Kings Partnership for Prevention meeting, started his 32<sup>nd</sup> season of announcing at the Lemoore High School football games and stated that his granddaughter received the American Farmer Degree at Chico State.**

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



**Supervisor Verboon stated that he attended an emergency San Joaquin Public Authority/Amtrak meeting and participated in an interview with CNN regarding the drought conditions in Kings County.**

**Supervisor Valle stated that this is his first meeting back in Chambers since last year but that he continued to work throughout the pandemic proactively with the Health Department to get the word out on COVID testing and vaccination events. He stated that he maintained social media to keep his constituents informed and stated that Latinos still make up 58% of the infections in Kings County and knows there is more work to do to reach this population and get them vaccinated.**

**Supervisors Pedersen stated that he attended the San Joaquin Valley Unified Air Pollution Control District Board of Directors meeting.**

- ◆ **Board Correspondence: Larry Spikes stated that staff worked with the Tulare Lake Basin Water Storage District letter to the Governor regarding the annual State Water Project charges and 5% water allocation to water users and the ramifications this will have on Kings County.**
- ◆ **Upcoming Events: Larry Spikes stated that the Kings County Sheriff's Posse Crab Feed will be held on September 11 at Burris Park. Gate opens 6 p.m. Tickets \$150. All you can eat crab and tri-tip. He stated that the Links for Life Pink Passion Picnic will be held at Hanford Civic Auditorium October 20, 2021 @ 10:30 a.m.**
- ◆ **Information on Future Agenda Items: Larry Spikes stated that the following items would be on a future agenda: Administration – Adopted Budget Resolution, Administration/County Counsel – Public Hearing – Redistricting, Behavioral Health – Agreement with Casa Pacifica centers for specialty mental health services and Suicide prevention awareness month, County Counsel – Public Hearing – appeal of conditional use permit 20-02 by Southern Realty Company, District Attorney – Real estate fraud trust fund, Department of Finance – Agreement with InfoSend to print and mail property tax bills and Allocation of contingencies to assigned fund balance, Health Department– COVID-19 update, Advanced step hire, Request to add/delete positions, Appointments to the Kings County Ambulance Committee, Human Resources - Agreement with NEOGOV for the talent management suite, Public Works – Sell Human Services vans to county departments and Sheriff's operations building site improvements.**

## VIII.

### CLOSED SESSION:

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



- IX. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING**
- X. 11:15 AM BOARD OF EQUALIZATION REGULAR MEETING**
- XI. 11:30 AM IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY REGULAR MEETING - CANCELLED**
- XII. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday August 31, 2021 at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

August 30	9:00 AM	Board of Equalization Regular Meeting
August 31	9:00 AM	Regular Meeting
August 31	10:00 AM	Third Public Hearing - Redistricting
August 31	10:00 AM	Public Hearing – Community Development –Planning Commission Appeal
August 31	11:00 AM	California Public Finance Authority Regular Meeting
September 7	-----	Regular Meeting cancelled due to observance of Labor Day on September 6, 2021
September 14	9:00 AM	Regular Meeting
September 14		Administrative Hearing – Protest of Award Appeal
September 21	9:00 AM	Regular Meeting
September 28	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 August 31, 2021

**SUBMITTED BY:** Behavioral Health – Lisa Lewis/UnChong Parry

**SUBJECT:** AGREEMENT WITH CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES FOR SPECIALTY MENTAL HEALTH SERVICES

**SUMMARY:**

**Overview:**

Kings County Behavioral Health (KCBH) is seeking approval of an agreement with Casa Pacifica Centers for Children and Families (Casa Pacifica) for Medi-Cal Specialty Mental Health Services.

**Recommendation:**

Approve the Agreement with Casa Pacifica Centers for Children and Families for Specialty Mental Health Services, retroactively effective from June 22, 2021 to June 30, 2023.

**Fiscal Impact:**

There will be no impact to the County General Fund. This is a fee-for-service agreement and the service fees are specified in Exhibit B: Budget in the agreement. Expenses under this agreement and sufficient revenue for expenditures were included in the Department's FY 2021/2022 Proposed Final Budget in Budget Unit 420000 (Mental Health).

**BACKGROUND:**

Casa Pacifica is a contractor located in Ventura County that will provide Specialty Mental Health Services for Kings County beneficiaries, and is known as a Short Term Residential Therapeutic Program (STRTP). Casa Pacifica will provide the following services to Kings County consumers: mental health services, case management, medication support services, crisis intervention, therapeutic behavioral services, in-home behavioral health services, and intensive care coordination. The contractor is required to meet certain milestones within designated timeframes set forth by the contract including a signed mental health assessment upon intake and a completed treatment plan.

(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 CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES FOR SPECIALTY MENTAL HEALTH SERVICES**

**August 31, 2021**

**Page 2 of 2**

Casa Pacifica will ensure that the treatment plan includes an anticipated length of stay, specific goals for the child and specific mental health treatment services the STRTP shall provide to accomplish the goals over a period of time, and transitional goals to support the rapid and successful transition of the child back to the community. Casa Pacifica will ensure that the child's legal representatives and family team participate and agree to the services, if they exist. This treatment plan will be reviewed every 30 days and revised if necessary. A trauma-informed perspective, which includes planned services to promote the child's healing from a history of trauma, will also be completed. Casa Pacifica will also be responsible for daily progress notes and adequate discharge planning that shall commence at the initial time of assessment.

The Department has provided the oversight of the program and expenses to comply with Federal, State, and County contract guidelines and is designed to meet county-wide needs and State mandates for mental health programs. The Department also negotiated the current agreement for three fiscal years to assist in better managing, monitoring, and providing efficient contract oversight. A plan of action, including methodology and quality assurance, has also been developed to ensure diligent and improved contract oversight.

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

**COUNTY OF KINGS**  
**AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2021, between the County of Kings, a political subdivision of the State of California (“County”), and Casa Pacifica Centers for Children and Families, a California nonprofit public benefit corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

**R E C I T A L S**

WHEREAS, County requires culturally and linguistically competent psychiatric treatment for a minor beneficiary of Kings County Behavioral Health (“Beneficiary”);

WHEREAS, the County requires Medi-Cal Specialty Mental Health Services (“SMHS”) for Children and a single case contract for the Beneficiary;

WHEREAS, Contractor’s facility is located in Ventura County, requiring placing the Beneficiary outside of Kings County;

WHEREAS, Contractor is certified as by the Kings County Mental Health Plan (“MHP”), as a Short-Term Residential Therapeutic Program (“STRTP”); and

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

NOW, THEREFORE, the Parties agree as follows:

**1. SCOPE OF WORK**

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

**2. RESPONSIBILITY OF CONTRACTOR**

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

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

**3. COMPENSATION**

County shall pay Contractor the compensation set forth in **Exhibit B**. Contractor is not entitled to, nor will County pay any additional consideration, compensation or other remuneration, except as set forth in **Exhibit B**.

The County may, on the written approval of the Director of Kings Count Behavioral Health, modify any particular line item(s) that require an adjustment that adds or subtracts the line item amount by an amount that does not exceed ten percent (10%) of the compensation limit in **Exhibit B**, on the condition the maximum compensation per fiscal year remains unchanged.

Should no funds or insufficient funds are appropriated for this Agreement, 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 County's representative, County shall pay Contractor monthly in arrears, up to the maximum amount provided for in this section. 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 **June 22, 2021**, and terminates on **June 30, 2023**, unless otherwise terminated or extended in accordance with its terms.

At its sole option, the County may extend this Agreement for one (1) additional year on the same terms and conditions, and in accordance with Section 6.

**5. RECORDS AND INSPECTIONS**

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audits them, at no cost to County. Records shall be maintained for ten (10) years after the termination of this Agreement or any extension of this Agreement and any additional time for the completion of all audits and appeals.

**6. AMENDMENTS**

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

## 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, in which said Party sets forth a specific plan to remedy the default and a date certain for completion. If the non-defaulting Party agrees to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within the time agreed upon by the Parties, the non-defaulting Party may: i) terminate this Agreement immediately, or on the date provided in the Notice of Default; or ii) provide the defaulting Party additional time to cure the breach.

b. Alternatively, the County may elect to cure the default and any expense incurred as a result thereof shall be borne by the Contractor.

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**

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

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

liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

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 are not limited any other rights or remedies that County may have under law or this Agreement.

#### **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent, officer or employee of County. This Agreement is between two (2) independent contractors, and is not intended to, nor will it 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 and all health and safety standards set forth by the State of California and County.

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accountability Act ("HIPAA") and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit C**.

Contractor shall execute and comply with the Assurances and Certifications set forth in **Exhibit D**.

#### **12. CONFIDENTIALITY**

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

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

**13. CONFLICT OF INTEREST**

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

**14. NONDISCRIMINATION**

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

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 County subject to any required state or federal approval.

**16. ASSIGNMENT**

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

**17. UNFORESEEN CIRCUMSTANCES**

Neither Party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a Party's reasonable control on the condition written notice is provided to the other Party of the cause of the delay within ten

(10) days of the start of the delay. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

**18. OWNERSHIP OF DOCUMENTS**

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

**19. NOTICE**

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

<b>County</b>	<b>Contractor</b>
Kings County Behavioral Health	Richard Gutierrez
460 Kings County Drive, Ste. 101	Chief Financial Officer
Hanford, CA 93230	Casa Pacifica Centers for Children and Families
	1722 S. Lewis Road
	Camarillo, CA 93012

If notice is given by: i) personal delivery, it is effective as of the date of personal delivery; ii) overnight carrier, it is effective as of the date of delivery; iii) mail, it is effective as of five (iv) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**20. CHOICE OF LAW**

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

**21. SEVERABILITY**

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be

deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**22. SURVIVAL**

The following sections shall survive the termination of this Agreement: i) Section 5 Records and Inspections; ii) Section 8 Insurance; iii) Section 9 Indemnification; iv) Section 11 Compliance with Law; and v) Section 12 Confidentiality.

**23. NO THIRD PARTY BENEFICIARIES**

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

**24. ADA COMPLIANCE**

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

**25. ENTIRE AGREEMENT; CONTRIBUTIONS OF THE 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. STANDARDS FOR CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES**

To ensure equal access to quality care by diverse populations, Contractor shall adopt and implement the federal Office of Minority Health national Culturally and Linguistically Appropriate Standards (“CLAS”), and will be demonstrated through policies, training and cultural competency plans its efforts address the CLAS requirements.

**27. 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.

**28. AUTHORITY**

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

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

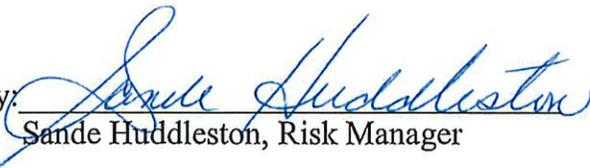
COUNTY OF KINGS

CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES

By: \_\_\_\_\_  
Craig Pedersen, Chair  
Kings County Board of Supervisors

By:  \_\_\_\_\_ readySign  
DC4E1ADA583CF87ED86BB3AAC66AA32D  
Richard Gutierrez  
Chief Financial Officer

APPROVED AS TO ENDORSEMENTS RECEIVED

By:  \_\_\_\_\_  
Sande Huddleston, Risk Manager

APPROVED AS TO FORM  
Carrie R. Woolley, Interim County Counsel

By:  \_\_\_\_\_  
Cindy Crose Kliever  
2021.08.19 15:40:48  
-07'00'  
Cindy Crose Kliever, Deputy County Counsel

- Exhibit A:** Scope of Work
- Exhibit B:** Compensation/Fees
- Exhibit C:** HIPAA Business Associate Agreement
- Exhibit D:** Assurances and Certifications re: Nondiscrimination

**Exhibit A**

**CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES**

**SCOPE OF SERVICES AND CLINICAL REQUIREMENTS**

1. Compliance with Laws and Regulations

Contractor shall deliver services in compliance with all applicable federal, state and County laws and regulations, including but not limited to:

- A. Health and Safety Code section 1502(a)(18);
- B. General Licensing Requirements under California Code of Regulations, Title 22, section 80000 et seq.
- C. California Department of Social Services STRTP Interim Licensing Standards (<https://www.cdss.ca.gov/inforesources/continuum-of-care-reform/short-term-residential-therapeutic-program>);
- D. Managed Care regulations under Title 9 Code of Federal Regulations part 438;
- E. Medi-Cal Specialty Mental Health Services under California Code of Regulations Title 9, section 1810.100 et seq.;
- F. MPH Contract, Exhibit A, Attachment 1, Y., Reporting on Procedures for Serving Children Placed Out- of-County
- G. MHP Contract, Exhibit A, Attachment 1, W., Requirements for Day Treatment Intensive and Day Rehabilitation

2. Specialty Mental Health Services

Only the services authorized by the County specified in the Beneficiary's Treatment Plan and are subject to payment by the County. The services contracted under this Agreement are specified below:

<b>Service Description</b>	<b>Provider Currently Certified</b>	<b>MHP will Certify Provider</b>	<b>Provider Not Certified</b>	<b>Contracted Service (indicate with check mark)</b>
Mental Health Services	X			
Case Management, Brokerage	X			
Medication Support Services	X			
Crisis Intervention	X			

**Exhibit A**

Therapeutic Behavioral Services	X			
In Home Behavioral Health Services	X			
Intensive Care Coordination	X			

3. Assessment and Client Plan

Contractor shall ensure the Beneficiary completes and signs the mental health assessment within five (5) calendar days' of the Beneficiary's arrival. The Beneficiary's mental health assessment must be administered and completed by a licensed, waived or registered mental health professional.

Contractor shall ensure the Beneficiary completes and signs their Treatment Plan within ten (10) calendar days' from the Beneficiary's arrival. The Beneficiary's Treatment Plan must be administered and completed by a licensed, waived or registered mental health professional.

Contractors shall include the following in the Beneficiary's Treatment Plan:

- A. Anticipated length of the Beneficiary's stay in the placement;
- B. Specific behavioral goals for the Beneficiary and specific mental health treatment services the STRTP will deliver to assist the Beneficiary in accomplishing the goals within a defined period of time;
- C. One (1) or more transition goals that support the rapid and successful transition of the Beneficiary to community-based mental health care;
- D. Documentation of the Beneficiary's consent or refusal to treatment and or placement in compliance. Contractor shall document the Beneficiary and their authorized legal representative's consent to placement and treatment and maintain said authorizations in the Beneficiary's client record ("Clients Record"). If the Beneficiary is unable, or refuses to authorize the Treatment Plan, the authorized legal representative's consent is sufficient to move forward with the placement and treatment. Contractor shall document Beneficiary's inability or refusal consent and maintain said refusal(s) in the Clients Record. If the Beneficiary is a Medi-Cal beneficiary, Contractor shall document and record refusal(s) to consent under California Code of Regulations, Title 9, section 1810.440(c)(2)(B);
- E. Include participation of the Beneficiary and family team, if one(1) exists;
- F. A trauma-informed perspective, which includes planned services to promote the Beneficiary's healing from any history of trauma; and
- G. Documentation the Beneficiary's Treatment Plan is reviewed every thirty (30) calendar days by the Contractor's program staff that conducted the review. Contractor

## Exhibit A

shall ensure the STRTP mental health program staff reviewed the Treatment Plan at least every thirty (30) calendar days.

Contractor shall submit the Treatment Plan to County within ten (10) calendar days of the date services were initiated, and within ten (10) calendar of County's request. Contractor shall update the Treatment Plan, as the Beneficiary's mental health treatment needs change.

### 4. Progress Notes

Contractor shall record in writing at least one (1) daily mental health progress note for the Beneficiary documenting the following when applicable:

- A. The specific service(s) provided to the Beneficiary;
- B. The Beneficiary's participation and response to each mental health treatment service directly provided to the Beneficiary;
- C. Observations of a Beneficiary's behavior;
- D. Possible side effects of medication;
- E. Date and summaries of the Beneficiary's contact with the Beneficiary's family, friends, natural supports, family team, existing mental health team, authorized legal representative, and public entities involved in Beneficiary's progress; and
- F. Descriptions of the Beneficiary's progress toward the goals identified in the Treatment Plan.

Contractor shall record, sign and date all mental health progress notes within seventy-two (72) hours of providing services. The mental health progress notes shall be maintained in the Beneficiary's record. If Beneficiary is a Medi-Cal beneficiary, the Contractor shall complete separate progress notes for each specialty mental health service rendered. The requirement to record progress notes for specialty mental health services is replaces requirement for recording daily mental health progress note.

### 5. Discharge Planning

Contractor shall collaborate with Kings County Behavioral Health to begin planning for the Beneficiary's discharge at the initial mental health assessment and document the discharge plan in the treatment goals and client plan. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc.), Contractor shall contact the County immediately and not later than twenty-four (24) hours from the emergency discharge.

## Exhibit A

### 6. Outcome Measurement and Performance Reporting Requirements

Contractor shall submit required data elements the County requires to meet the Department of Health Care Services' standards for outcome measures. When County requests, Contractor shall submit the Beneficiary's Client Services Information (commonly known as CSI) data elements necessary to open, update, or close a client episode of care.

### 7. Quality Assurance/ Utilization Review Compliance

The requirements specified in state and federal laws and regulations, and the County's contract regarding quality assurance and utilization review apply to the Beneficiary's services. The Contractor shall update assessment and client plans consistent with County's frequency requirements.

### 8. Medical Records

Contractor shall comply with Ventura County's "Documentation Standards for Client Records," outlined in the MHP contract with DHCS. DHCS annually updates the Documentation Standards for Client Records through the Annual SMHS Protocol and Reasons for Recoupment (last released on November 10, 2020 via Information Notice 20-6:

<https://www.dhcs.ca.gov/formsandpubs/Pages/2020-BH-Information-Notices.aspx>).

### 9. Retention of Records

Contractor shall retain the Beneficiary's record for a minimum of ten (10) years ("Retention Period") from the Beneficiary's transition, or Beneficiary reaching majority, whichever is later. The Retention Period begins after the culmination of any due process proceeding(s), including administrative reviews, litigation and appeals. For purposes of this Section 8, "audit" refers to any investigation of complaints, unusual occurrences, chart reviews and financial audits. State and federal agencies with jurisdiction may conduct audits.

Contractor shall require, by way of written contract, any third party in possession any portion of Beneficiary's records them as required by this Agreement.

If the contract terminates, or Contractor ceases business, Contractor shall arrange for appropriate storage and accessibility of records by the MHP.

### 10. Confidentiality

Contractor shall maintain confidentiality of Beneficiary's medical and psychiatric records in compliance with this Agreement and the following:

**Exhibit A**

- A. Welfare and Institutions Code section 5328 et seq.;
- B. Evidence Code sections 1010 and 1010.5.
- C. Evidence Code section 900 et seq.
- D. Parts 160 and 164 of Department of Health and Human Services regulations (45 C.F.R. (2013.);
- E. Acquired Immune Deficiency Syndrome (AIDS) Public Health Records Confidentiality Act (Health & Saf. Code § 121025 et seq.);
- F. Confidentiality of Substance Use Disorder Patient Records, 42 Code of Federal Regulations, Substance Abuse Programs, 42 Code of Federal Regulations, part 2

Contractor shall inform its members, officers, employees, agents, subcontractors and partners of the above provisions and that knowingly and intentionally violating said confidentiality laws is a misdemeanor.

**Exhibit B**

**CASA PACIFICA CENTERS FOR CHILDREN AND FAMILIES**

**Compensation for Services and Fiscal Requirements**

1. Authorization and Rates for Specialized Mental Health Services:

- A. County shall only pay Contractor for services identified in this Agreement, supported by documented medical necessity, and as authorized by the County.
- B. The County may modify its service authorization as it determines are necessary. The County shall not pay for unauthorized services during the period the Beneficiary's Medi-Cal is assigned to the County. If the MHP changes during the course of treatment, authorization and payment responsibilities transfer to Beneficiary's new MHP.
- C. Rate setting and payment shall be consistent with federal and state statute, regulations, and with the Merced County MHP contract. These rates are presently:
  - i. Mental Health Services                        \$5.50     per minute
  - ii. Case Management, Brokerage               \$4.40     per minute
  - iii. Medication Support Services             \$9.35     per minute
  - iv. Crisis Intervention                         \$6.60     per minute
  - v. Therapeutic Behavioral Services          \$5.50     per minute
  - vi. In Home Behavioral Health Services     \$5.50     per minute
  - vii. Intensive Care Coordination            \$4.40     per minute

2. Medi-Cal Reimbursement Requirements:

- A. Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, and claim submissions consistent with State and Federal requirements.
- B. Contractor shall submit a monthly Invoice SMHS rendered to child, detailing the units of service provided and payment rate, accompanied by the authorizing documents provided by County or designee.
- C. Contractor shall cooperate with the County process for submitting the unit of service data for the County Medi-Cal billing process on the required timeline. A signed certification of claim shall be submitted with each Invoice.
- D. The County shall pay the Contractor consistent with the certified public expenditure

## Exhibit B

process required by 42 CFR 433.51.

- E. If a Cost Report Settlement is required, the County shall complete it within a reasonable period and payment is within sixty (60) days of the completion of the Cost Settlement Report.
- 3. Audits. Contractor shall comply with County, state and federal fiscal and quality assurance audits. The Party found responsible for the audit exceptions and disallowance, by an appropriate audit, shall reimburse said jurisdiction the dollar amount of audit exceptions and disallowances. County may withhold payment from Contractor to offset audit exceptions or disallowances consistent with Welfare and Institutions Code section 14718.

## Exhibit C

### County of Kings HIPAA Business Associate Agreement

#### I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).

B. The County of Kings (“County”) wishes to, or may, disclose to Precision Psychiatric Services Inc. (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Precision Psychiatric Services Inc. as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

## Exhibit C

In exchanging information pursuant to this Agreement, the parties agree as follows:

### II. Permitted Uses and Disclosures of PHI by Business Associate.

A. *Permitted Uses and Disclosures.* Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. *Specific Use and Disclosure Provisions.* Except as otherwise indicated in this Exhibit, Business Associate may:

1) *Use and Disclose for Management and Administration.* Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) *Type of Services to be Provided by the Business Associate.* The BAA will provide culturally and linguistically competent child psychiatric services. Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

### III. Responsibilities of Business Associate.

Business Associate agrees:

A. *Nondisclosure.* Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

## Exhibit C

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within seventy-two (72) hours of the discovery**, to notify the County:

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and

## Exhibit C

to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings  
Administration  
Attn: Rebecca Campbell, CAO – HIPAA compliance officer  
1400 W. Lacey Blvd., Bldg. 1  
Hanford, California 93230  
(559) 852-2589

D. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

#### IV. Obligations of County.

County agrees to:

A. **Notice of Privacy Practices.** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

## Exhibit C

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

### V. **Audits, Inspection and Enforcement.**

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

### VI. **Termination.**

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the

## Exhibit C

Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

## VII. Miscellaneous Provisions.

A. ***Disclaimer.*** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

## Exhibit C

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

## Exhibit C

### Attachment 1

#### Business Associate Data Security Standards

##### I. General Security Controls.

A. **Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if

## Exhibit C

necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

## II. System Security Controls.

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than five (5) minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the

## Exhibit C

secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### III. Audit Controls.

A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

### IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. ***Data Backup Plan.*** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

### V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means

**Exhibit C**

that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. ***Removal of Data.*** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. ***Faxing.*** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

By: \_\_\_\_\_

Richard Gutierrez  
Chief Financial Officer  
Casa Pacifica Centers for Children and Families

## Exhibit D

### ASSURANCES AND CERTIFICATIONS

Contractor agrees that programs and services receiving financial assistance from and through the Department of Health Care Services (“DHCS”) or Kings County Behavioral Health will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

1. A working transition plan for services to persons with disabilities exists and is in use as defined in Title 9, Section 10800, *et seq.* of the California Code of Regulations.
2. All products, reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement becomes the property of the State. The State reserves the right to authorize others to use or reproduce such materials.
3. All announcements of events, such as public meetings, hearings, or training courses, shall include a statement of advance notice for accommodations for any disabled, deaf, or hearing impaired individual.
4. Limited English Proficiency (“LEP”) - Contractor will take reasonable steps to ensure meaningful access to its programs, services, and information on the services the Contractor provides, free of charge. Additionally, the Contractor certifies that it has established and implemented as required by DHCS, policies and procedures for language assistance services that provide LEP persons with meaningful access, *i.e.* oral interpretation services, bilingual staff, telephone interpreter lines, written language services, community volunteers, etc.
5. Sexual contact shall be prohibited between participants/clients and the treatment/recovery program staff, including members to the Board of Directors. Service Providers shall include this policy prohibition as part of an overall clients’ rights statement given to the client at admission and shall include a statement in each employee personnel file that notes that the employee has read and understood the sexual contact prohibition. This policy shall remain in effect for six (6) months after a client is discharged from treatment services.

///

## **Exhibit D**

Contractor further agrees to establish a complaint policy and procedure, which provides the following:

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, et seq. of the California Government Code, or Title 9, Section 10800, et seq. of the California Code of Regulations may individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.
2. A statement advising individuals that complaints may be filed with the County or the U.S. Department of Health and Human Services' Office for Civil Rights ("OCR").
3. A statement advising individuals that in cases where the complaint is filed initially with the OCR, the OCR may elect to investigate the complaint or request that the Civil Rights Officer for the County conduct the investigation.
4. Within the time limits procedurally imposed, the complainant shall be advised in writing as to the findings regarding the alleged complaint. In the same written notice, the complainant shall be advised that if he/she is not satisfied with the decision, an appeal may be filed with the U.S. Department of Health and Human Services' Office for Civil Rights.
5. Maintenance of records regarding:
  - (a) number of complaints filed;
  - (b) the nature of the complaint;
  - (c) the validity of the complaint; and
  - (d) corrective action taken.

Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule" promulgated by the U.S. Department Health and Human Services at Title 45 of the Code of Federal Regulations, sections 160 through 164. Nothing in this paragraph shall preclude the parties from subsequently entering into a Business Associate Agreement if required by the Privacy Rule.

## Exhibit D

### Drug-Free Workplace under Government Code Section 8355

Contractor agrees that all program contractors of services receiving funds from and through the DHCS will provide an alcohol/drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person or organization's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. (Govt. Code § 8350 et seq.)

By:   
DC4E1ADA583CF87ED86BB3AAC66AA33D readySign

Richard Gutierrez  
Chief Financial Officer  
Casa Pacifica Centers for Children and Families



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** Behavioral Health – Lisa Lewis/Fil Leanos

**SUBJECT:** SUICIDE PREVENTION AWARENESS MONTH

**SUMMARY:**

**Overview:**

Kings County Behavioral Health is requesting to join local communities, the State of California, and the nation in observing the month of September 2021 as National Suicide Prevention Awareness Month.

**Recommendation:**

Adopt a resolution declaring the month of September 2021 as Suicide Prevention Awareness Month in Kings County.

**Fiscal Impact:**

There is no additional cost to the General Fund. Revenues and expenditures for suicide prevention awareness and prevention activities are found in the Fiscal Year 2021-2022 Proposed Final Budget, in Budget Unit 422200 (Mental Health Services Act).

**BACKGROUND:**

Suicide continues to be a preventable public health and mental health issue that impacts many families and communities across the nation. In order to increase public awareness of suicide prevention, Kings County Behavioral Health (KCBH), in collaboration with the Kings County Mental Health Task Force, is dedicating the month of September as Suicide Prevention Awareness Month.

While suicide prevention is important to address year-round, Suicide Prevention Awareness Month provides a dedicated time to come together with collective passion and strength around a difficult topic. Every year, the Lifeline and other mental health organizations and individuals across the country raise awareness of suicide prevention during the month of September.

(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**

### **SUICIDE PREVENTION AWARENESS MONTH**

**AUGUST 31, 2021**

**Page 2 of 2**

This year, KCBH and Kings County Mental Health Task Force suicide prevention awareness activities in the month of September include:

- Planning and co-sponsoring the Central Valley Suicide Prevention Summit;
- Launching a robust social media campaign in English and Spanish utilizing Facebook and Instagram;
- Dissemination of Suicide Prevention Awareness kits to local stakeholders, school districts, and community based providers;
- Collaboration with the Kings County Office of Education on the creation and launching of a comprehensive suicide prevention resource guide;
- An expanded radio campaign in English and Spanish that targets specific high risk demographics; and
- Collaboration with the Kings County Mental Health Task Force to promote Suicide Prevention Awareness at public outreach events.

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

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

\*\*\*\*\*

IN THE MATTER OF RECOGNIZING  
SEPTEMBER 2021 AS SUICIDE  
PREVENTION AWARENESS MONTH  
IN KINGS COUNTY \_\_\_\_\_/

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

WHEREAS, a suicide is a preventable tragedy, and

WHEREAS, even a single suicide death in Kings County is unacceptable; and

WHEREAS, each completed suicide directly impacts at least six other people (family members, friends, loved ones, and by extension our entire community)

WHEREAS, awareness of suicide prevention information, resources, and training are an essential part of health and overall wellness of our community; and

WHEREAS, the stigma associated with mental illness and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes survivors of suicide; and

WHEREAS, all Kings County residents have the opportunity to benefit from provisions of the California Mental Health Services Act aimed at reducing suicides through the Statewide Prevention & Early Intervention plans, which promote awareness, training, and suicide prevention programs.

WHEREAS, the Kings County Mental Health Task Force is dedicated to reducing the frequency of suicide attempts and deaths through collaborative efforts by engaging the community, eliminating the stigma associated with suicide prevention and mental health services, and implementing effective programs and practices;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Kings County Board of Supervisors does hereby proclaim September 2021 as Suicide Prevention Awareness Month.
2. The Kings County Board of Supervisors hereby encourages the community to demonstrate its continued support and commitment to suicide prevention and to participate in Suicide Prevention Awareness Month activities.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the 31st day of August 2021, by the following vote:

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

\_\_\_\_\_  
Craig Pedersen, Chairman of the Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of August, 2021.

\_\_\_\_\_  
Clerk of said Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** Department of Finance – Jim Erb/Tammy Phelps  
**SUBJECT:** AGREEMENT WITH INFOSEND TO PRINT AND MAIL PROPERTY TAX BILLS

**SUMMARY:**

**Overview:**

Kings County has traditionally printed and mailed property tax bills in house. Implementation of the new Megabyte property tax system has made contracting out these processes more cost effective and efficient.

**Recommendation:**

Approve the agreement with InfoSend to print and mail out property tax bills and notices, retroactively from August 1, 2021 to July 31, 2024 with automatic successive two year renewal periods.

**Fiscal Impact:**

The contract cost of \$11,373 is included in the Fiscal year 2021-2022 Adopted Budget in Budget Unit 121000.

**BACKGROUND:**

Printing and mailing out property tax bills in house costs Kings County approximately \$13,720 each year plus postage. The Finance Department solicited three bids for these services, and InfoSend was the lowest bidder at \$11,373 plus postage. Contracting out this service will save approximately 184 staff hours each year.

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

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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

## InfoSend Master Service Agreement

This Master Service Agreement (“**Agreement**”) is entered into by and between **Kings County Property Tax, CA** a municipal corporation, having its main office at 1400 West Lacey Blvd Hanford, CA (“**Client**”) and **InfoSend, Inc.**, a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “parties” and individually as a “party.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

### 1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

**1.1 “Agreement”** shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

**1.2 “User(s)”** shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

**1.3 “Effective Date”** shall be the date upon which this Agreement is fully executed by all parties.

**1.4 “Services”** shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

**1.5 “System”** shall include all InfoSend hosted data and software applications.

### 2 Services Provided by InfoSend

#### 2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“Scope of Primary Services”) to this Agreement at the price set forth in Exhibit B (“InfoSend Fees”). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client shall purchase such services in accordance with the provisions of Exhibit C (“Professional Services”) of this Agreement.

#### 2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services

under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

### 2.3 Time of the Essence

InfoSend and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party’s respective obligations under this Agreement.

### 3 License Grant and Restrictions

#### 3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the “License”).

#### 3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

### 4 Privacy and Security

#### 4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability

and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

## 5 Term & Termination

### 5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of three (3) years ("Initial Term") from the effective date. This Agreement will automatically renew for successive two (2) year periods ("Renewal Terms") unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

### 5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

#### (i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with all due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days' written notice as of a date specified in such notice.

#### (ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to Client, as of a date specified in such termination notice, pursuant to Section 6.3.

#### (iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or

for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

### 5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior to written notice of its intention to terminate pursuant to this provision, specifying the date of termination. Upon termination, Client will promptly pay to InfoSend any and all outstanding charges due, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

### 5.4 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the difficulty in ascertaining the actual damages to InfoSend that would result from a premature termination of the Agreement, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend.

### 5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its

performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

## 6 Invoicing and Payments

### 6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 15 per **Exhibit B section 3.3** unless expressly agreed to by InfoSend.

### 6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so within ninety (90) days of the invoice date or any dispute shall be deemed waived.

### 6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend's Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

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## 7 Communications

### 7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

#### To Client:

C/O (Department): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

#### To InfoSend:

C/O: President

Address: 4240 E. La Palma Avenue

Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

## 8 Confidentiality & Intellectual Property

### 8.1 Confidentiality

All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's

operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

## **9 Representations & Warranties**

### **9.1 InfoSend Representations and Warranties**

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

### **9.2 Client Representations and Warranties**

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

### **9.3 Warranty Disclaimer**

*Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.*

*InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.*

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

### **9.4 Inbound Communication Services Disclaimer**

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful

communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

### 9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

## 11. Indemnification & Limitation of Liability

### 11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that either party shall not be liable for any errors, omissions, delays or losses.

Either party will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by either party. No damages shall be assessed against either party when any delay or breach on either party's part is caused by failure of either party to perform either parties' responsibilities or any other reason beyond the control of either party, including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) either party's failure to maintain security or confidentiality of data or access credentials; (c) violation of the applicable terms of this Agreement or any applicable laws, regulations or industry standards.

### 11.2 Limitation of Liability

In no event shall either party be liable for indirect, special or consequential damages even if either party has been advised by the other party of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

## 10 Insurance

### 10.1 InfoSend's Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

## 12 General

### 12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client

and InfoSend as a result of this Agreement or use of the Service.

### 12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of California without regard to the choice or conflicts of law provisions of any jurisdiction. Venue for the resolution of any disputes under this Agreement shall be held in the state or federal court encompassing Hanford, California, as the place where the parties' agreement was entered into and the place of performance.

### 12.3 Amendment of Agreement

Modifications or changes to this Agreement must be in writing and executed by the parties.

### 12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

### 12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### 12.6 Immigration Laws

For Services performed within the United States, InfoSend will assign only personnel who are legally authorized to work in the United States. InfoSend represents and warrants that it complies with all applicable immigration laws with respect to the personnel assigned to Client.

### 12.7 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

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### 12.8 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

**Exhibit A: Scope of Primary Services**

**Exhibit B: InfoSend Fees**

**Exhibit C: Professional Services**

### 12.9 Cooperative Agreement ("Piggybacking")

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use InfoSend's standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this Agreement's terms in whole or in part to other agencies for any reason.

**[SIGNATURE PAGE FOLLOWS]**

Agreement is entered into by and between:

**Client:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**InfoSend:**

By: Roxana Weil  
Name: Roxana Weil  
Title: EVP  
Date: 8/23/2021

## Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and **Kings County Property Tax, CA** (“**Client**”). This Exhibit A provides the Services which InfoSend shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

<input checked="" type="checkbox"/>	<b>Data Processing, Printing and Mailing Service (“DPPM Service”):</b> During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
<input type="checkbox"/>	<b>eBusiness Services (the “eBusiness Services”):</b> During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

### Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

#### **A. Data Transfer and Processing**

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
  - Apply CASS-certified address validation
  - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
  - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

#### **B. Document Printing and Mailing**

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

### Section 2. eBusiness Service Description

#### **A. General System Description**

- **Mobile-Ready Customer Engagement:** all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend’s CCM platform, customer specific messaging and payment reminders are delivered electronically.

- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

#### **B. Data Transfer and Processing**

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

#### **C. Customer Enrollment and Bill Notification**

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

#### **D. Customer Payment and Reporting**

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

## Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and **Kings County Property Tax, CA** (“**Client**”). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

### Section 1. Price Escalations to InfoSend Fees

InfoSend Fees can be adjusted once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. InfoSend reserves the right to increase InfoSend Fees on a yearly basis (starting with the first anniversary of the Agreement date). The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless the terms or conditions of the Agreement have otherwise changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this rare situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in line with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

### Section 2. Client Representations

Client Volume Representations
<b><u>Customers Contacted or Billed Monthly</u></b> 5,833 statements monthly
<b><u>Number of Batches Monthly</u></b> Approximately 2 (two)

### Section 3. DPPM Fees:

#### InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
<b>All Document Types</b> One 8.5" x 11" (or 8.5" x 14") page, up to two color duplex (2/2), including InfoSend standard envelopes. Pricing reflects an estimated annual volume of approximately 70,000 documents a year.	<b>\$0.16 per document for legal size</b> <b>\$0.15 per document for letter size</b>

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day. Large volume tax jobs will require longer turn-around time. Please be sure to discuss with your sales contact.

The below provides the components of the summary price given above. Green highlighted cells represent standard components of the print and mail package priced directly above. All pricing is based on "Client Volume Assumptions" listed below and excludes applicable sales tax.

<b>Data Processing</b>	
Setup Fee - Express PDF Input Files	\$1,495.00
Setup Fee – Data Only Input Files	\$1,995.00
Document Re-Design Fee	\$0.00 (included above)

<b>Printing and Mailing Service</b>	
<b>All Document Types Print Fee per Page up to 2/2 Ink</b>	<b>\$0.103</b>
<b>USPS Postage</b>	<b>Pass-through</b> A postage deposit will be required prior to starting service.
Print Color Options (colors per side)	\$0.108 for 3/1, 3/2 or 3/3 printing \$0.113 for 4/0 or 4/1 printing \$0.118 for 4/4 printing
Inline Insert Print Fee (Paper fees below)	\$0.083 Black printing \$0.098 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$10.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates	\$0.35 NCOA \$0.35 ACS

<b>Materials</b>	
<b>Standard 8.5"x11" Paper Stock (per sheet)</b>	<b>\$0.015</b>
<b>Standard 8.5"x14" Paper Stock (per sheet)</b>	<b>\$0.025</b>
<b>Standard Outgoing #10 Envelope</b>	<b>\$0.017</b>
<b>Standard Return #9 Envelope</b>	<b>\$0.015</b>
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

<b>Insert Services</b>	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee	\$0.01 per insert

<b>Optional Document Services</b>	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.015 - For 12 Months of Retention \$0.022 - For 24 Months of Retention \$0.029 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Professional Services Rate (per hour)	\$175.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

### **Section 3.1. Custom Forms/Envelopes**

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

### **Section 3.2. USPS Postage Rates**

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

### **Section 3.3. Postage Deposit**

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. In the case of Property Tax clients, InfoSend typically requires Client to submit a postage deposit/Pay a postage estimate prior to each job during the year to facilitate the payment terms. This amount would be applied to the actual postage spend on that job with the invoicing crediting an overpay, or including the remaining postage balance due.

In the case of NET 15 payment terms, however, a postage deposit/pre-payment is not required. Should the actual invoicing for the job not be paid within the time agreed, InfoSend will begin to collect the deposit mentioned in the first paragraph of this section for each job.

### **Section 4. eBusiness Service Fees:**

[NA]

### **Section 5. Implementation Project Cost Subsidization:**

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** No charge for Express PDF Setup Input files or \$2,500 for Data-Only Input Files
- **EBPP Setup Fee:** 100% of Setup fees quoted or listed as "Waived" in the pricing exhibit.

## Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and **Kings County Property Tax, CA** (“**Client**”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

### Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

### Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

### Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$175.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

### Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific

terms and conditions that will be provided in the Statement of Work that will be created to capture Client's specific requirements and data types.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** Department of Public Health – Edward Hill/Heather Silva

**SUBJECT:** DATABASE ANALYST AND PROGRAM SPECIALIST POSITIONS IN THE HEALTH DEPARTMENT

**SUMMARY:**

**Overview:**

The Health Department would like to add a Database Analyst position and a Program Specialist position to the department. The Database Analyst would be a new position in the Health Department to provide epidemiological services and support to the Communicable Disease team under the Epidemiological and Laboratory Capacity (ELC) grant. The vacant Health Educator position and Medical Biller position will be deleted to offset the cost of the two additional positions.

**Recommendation:**

- a. Add 1.00 Full-Time Equivalent Database Analyst in Budget Unit 411300;
- b. Add 1.00 Full-Time Equivalent Program Specialist in Budget Unit 411300;
- c. Delete 1.0 Full-Time Equivalent Health Educator in Budget 411300; and
- d. Delete 1.0 Full-Time Equivalent Medical Biller in Budget 411300.

**Fiscal Impact:**

There will be no cost to the general fund. The cost for the Database Analyst is \$87,793 and the cost of the Program Specialist is \$95,644 for the remainder of fiscal year 2021-2022. These costs will be offset by the deletion of the Health Educator and Medical Biller positions except for \$53,862, which will be funded by the ELC grant in Budget Unit 411300.

**BACKGROUND:**

During Fiscal Year 2020-2021, the Health Department allocated 1.0 Full-Time Equivalent (FTE) Health Educator and 1.0 FTE Medical Billing Clerk into the Communicable Disease division, Budget Unit 411300. This request was in response to the ELC grant that was awarded to the Health Department.

(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**

### **DATABASE ANALYST AND PROGRAM SPECIALIST POSITIONS IN THE HEALTH DEPARTMENT**

**August 31, 2021**

**Page 2 of 2**

The addition of the Database Analyst will benefit our Communicable Disease division for all communicable diseases in Kings County. The department currently has an epidemiological team through the California Department of Public Health (CDPH) that are working remotely to provide the epidemiological services. Having an internal epidemiological position is the ideal option for the department. The remote support the department has through CDPH comes with a lot of challenges and barriers that have been identified. This includes but is not limited to; collecting, analyzing, and reporting data, working with internal staff to coordinate the COVID-19 response processes, familiarity of the community and the rural areas of Kings County, the ability to respond to Communicable Disease issues within a timely manner, and data requested by the Public Health Director, media requests, and State agencies. Being available and familiar with the community will allow the department to become more aware and respond more appropriately.

The services that the ELC grant requires substantially increased the workload and services that the department would be providing and positions being added to the Communicable Disease division, with the approval of the Board, to accommodate these requirements. Deleting the Health Educator and Medical Biller and adding the Database Analyst and Program Specialist will not negatively affect the outcome of the grant deliverables and requirements. This will allow additional administration support to the activities within the ELC Enhance and Expansion grants.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** Department of Public Health – Edward Hill/Darcy Pickens

**SUBJECT:** APPOINTMENTS TO THE KINGS COUNTY AMBULANCE COMMISSION

**SUMMARY:**

**Overview:**

The Kings County Ambulance Commission (KCAC) was created in 1995, when an Exclusive Operating Area was created for Emergency Ambulance Service and Advanced Life Support (paramedic) Ambulance Service. The duties of the Commission are advisory and involve oversight of the provider (currently American Ambulance), assessing liquidated damages, and making recommendations on matters of performance and the terms and conditions of the agreement to the Central California Emergency Medical Service (EMS) Agency, the County Health Department, and the Board.

**Recommendation:**

Re-appoint the following members to the Kings County Ambulance Commission: Rusty Stivers, City of Avenal primary representative and Arend LaBlue, City of Avenal alternate representative; Gary Cramer, City of Corcoran primary representative and Rueben Shortnacy, City of Corcoran alternative representative; Steve Pendergrass, City of Hanford primary representative and Tom McKean, City of Hanford alternate representative; Michael Kendell, City of Lemoore primary representative and Margarita Ochoa, City of Hanford alternate representative; David Dodd, Kings County primary representative and Chris Barsteceanu, Kings County alternate representative; William Lynch, Kings County primary representative and Josh Cunningham, Kings County alternate representative; Nicole Alvarez, Local Hospital primary representative and Lieslle Sprague, Local Hospital alternate representative .

**Fiscal Impact:**

There is no cost to the General Fund or Health Realignment related to this action.

(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

## APPOINTMENTS TO THE KINGS COUNTY AMBULANCE COMMISSION

August 31, 2021

Page 2 of 2

### BACKGROUND:

The Kings County Ambulance Commission (KCAC) was created on November 1, 1995, when an Exclusive Operating Area was created for Emergency Ambulance Service and Advanced Life Support (Paramedic) Ambulance Service. The duties of the Commission are advisory and involve oversight of the provider (currently American Ambulance), assessing liquidated damages, and making recommendations on matters of performance and the terms and conditions of the agreement to the Local EMS Agency, the County Department of Public Health, and the Board. The KCAC is comprised of representatives from each of the four participating cities (Avenal, Corcoran, Hanford, and Lemoore), two representatives from the County, one hospital representative, and a representative from the Kings County Medical Society (a.k.a. Local Physician representative). Representatives are nominated by each member organization and appointed to a two-year term by the Board. All representative will serve two-year terms as indicated in the Kings County Ambulance Commission By-Laws.

In the past, these representatives were assigned alternating two-year terms with expiration dates in March and August. That process became problematic and was contrary to other Board Commission appointment timeframes within the County. As such, on July 30, 2019, the Board took action aligning these commission membership appointments with others within the County.

The proposed action is to re-appoint half of Commission members to two-year terms with an expiration date of June 2022 and the other half to one-year terms with an expiration date of June 2023, and upon expiration, be re-appointed to two-year terms. This will allow the appointments to remain staggered, which is a desired strategy so the Commission can maintain historical knowledge when new members are appointed.

The recommended nominee's and current listing of the KCAC members are as follows:

### KINGS COUNTY AMBULANCE COMMISSION

#### Recommended Appointments

<b>Organization</b>	<b>Primary Representative</b>	<b>Current Term Expiration</b>	<b>Alternate</b>	<b>Current Term Expiration</b>
City of Avenal	Rusty Stivers	June 2022	Arend LaBlue	June 2022
City of Corcoran	Gary Cramer	June 2023	Reuben Shortnacy	June 2023
City of Hanford	Steve Pendergrass	June 2022	Tom McKean	June 2022
City of Lemoore	Michael Kendall	June 2023	Margarita Ochoa	June 2023
Kings County	David Dodd	June 2022	Chris Barsteceanu	June 2022
Kings County	William Lynch	June 2023	Josh Cunningham	June 2023
Local Hospital	Nicole Alvarez	June 2022	Lieslle Sprague, RN	June 2022
Local Physician	Vacant	N/A	Vacant	N/A



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** Department of Public Health- Edward Hill/Heather Silva

**SUBJECT:** ADVANCED STEP HIRE

**SUMMARY:**

**Overview:**

The Kings County Department of Public Health is requesting the approval to hire Michelle Wynne as a Physical Therapist at 0.6 FTE for the California Children’s Services (CCS) Medical Therapy Unit (MTU) at Step 5, which requires Board approval under Personnel Rule 13051. County Administration and Human Resources support this request.

**Recommendation:**

**Approve the advanced step hire of Michelle Wynne as a Physical Therapist at Salary Range 233.0, Step 5.**

**Fiscal Impact:**

There is no impact to the General Fund for this request. This 0.6 FTE position and its associated salary at Step 5 plus benefits were included in the Fiscal Year 2021-2022 Proposed Final Budget in Budget Unit 419500. CCS program expenses in this budget unit are fully reimbursed through federal and state funding, coupled with additional funding through Health Realignment.

**BACKGROUND:**

The position of Physical Therapist for the CCS MTU has been vacant since April 2016, despite active, ongoing recruitment efforts. The vacancy of this position in the MTU has had great impact to the families of Kings County. The Physical Therapist’s role in the MTU is to evaluate clients for medically necessary Physical Therapy services, to justify Physical Therapy and equipment prescriptions, and to assist in the processing and approval of these in conjunction with the State. Ms. Wynne meets the job qualifications as a Physical Therapist under the Physical Therapy Board of California with a Master’s degree. She has extensive pediatric experience,

(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**

### **ADVANCED STEP HIRE**

**August 31, 2021**

**Page 2 of 2**

working full-time in CCS programs in both Alameda and Fresno counties since her graduation in 2017. She has experience with telehealth, if needed, and is well versed in the use of the database for the CCS program. She exhibits the compassion and knowledge base desperately needed for clients, and her presence at the MTU will eliminate the need for clients to travel out of county to get physical therapy services.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** Department of Public Health - Edward Hill / Heather Silva

**SUBJECT:** ADVANCED STEP HIRE

**SUMMARY:**

**Overview:**

The Kings County Department of Public Health is requesting the approval to hire Meghan Whitaker as a Senior Dietitian at 1.0 FTE for the Women, Infants and Children (WIC) Program at Step 5, which requires Board approval under Personnel Rule 13051. County Administration and Human Resources support this request.

**Recommendation:**

**Approve the advanced step hire of Meghan Whitaker as a Senior Dietitian at Salary Range 222.0, Step 5.**

**Fiscal Impact:**

There is no impact to the General Fund for this request. This position's salary at Step 5 and benefits were included in the Fiscal Year 2021-2022 Proposed Final Budget in Budget Unit 414000 (WIC Nutrition Program), which is fully funded through federal reimbursements and Health Realignment funding.

**BACKGROUND**

Registered Dietitian positions, including Senior Dietitian positions, have historically been difficult to fill. In a recruitment that opened on November 23, 2020, a total of five certified applications have been received and only four candidates accepted the invitation to interview. Ms. Whitaker's strength is in the breadth of her experience as a Registered Dietician. The position requires only two years of experience but Ms. Whitaker has 12 years of experience as a Clinical Dietitian with Bakersfield Heart Hospital, almost 8 years working part-time

(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**

### **ADVANCED STEP HIRE**

**August 31, 2021**

**Page 2 of 2**

as a Hospice Dietitian at Gentiva/Kindred Hospice and almost 3 years as a part-time Outpatient Dietitian at San Joaquin Community Hospital. Additionally, she is currently working as a Staff Development Supervisor with Community Action Partnership of Kern WIC and was a Training Coordinator for 7 years at Clinica Sierra Vista WIC. Lastly, she was a part-time Adjunct Professor at Bakersfield College teaching classes in Introductory Nutrition Principles. She is knowledgeable about WIC program policies and procedures, providing direct services to high-risk WIC participants, training and supervising WIC staff and using WIC specific computer programs. Orientation to these aspects of WIC takes four to six months and 8-12 months to become fully proficient. She will only require orientation to County policies and procedures, which will drastically shorten the time for her to become a fully productive staff member. Ms. Whitaker has expressed a great deal of enthusiasm about coming to work for Kings County and will be an asset to Public Health staff.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** Public Works Department – Dominic Tyburski/Mel Laningham

**SUBJECT:** DEPARTMENT PURCHASE HUMAN SERVICES VEHICLES

**SUMMARY:**

**Overview:**

The Fleet Division is requesting the sale of Human Services 2013 vans to county departments.

**Recommendation:**

**Authorize the Fleet Superintendent to sell Human Services Agency's 2013 vans to county departments using Kelly Blue Book value for the cost of the vehicles.**

**Fiscal Impact:**

Funding for these purchases is included in the Fiscal Year 2021-2022 Proposed Final Budget, in Budget Unit 222000 and 925700 Motorpool accounts 92089.

**BACKGROUND:**

Humans Services Agency (HSA) has gotten three new Sports Utility Vehicles replacing three 2013 vans because they no longer fit their needs. HSA is offering them to county departments for the Kelley Blue Book value. These vans are newer than a lot of the other county vehicles. Upon your board approval, Fleet Division will purchase these vehicles and sell the county's older vehicles. The departmental divisions that are buying the said vehicles are the Sheriff explorers, Animal Control, and the Building Maintenance. The Sheriffs Office will be paying \$6,225 and \$6,483, and Public Works will be paying \$5,897, as priced by Kelley Blue Book.

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

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

**SUBJECT:** RESOLUTION AND GRANT AGREEMENT WITH THE CALIFORNIA  
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office is asking for approval to participate in the Alcoholic Beverage Control Alcohol Policing Partnership program grant.

**Recommendation:**

- a. Adopt a Resolution authorizing participation in the Alcohol Policing Partnership grant;
- b. Authorize the Sheriff to sign the grant agreement; and
- c. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

There will be no impact to the General Fund. The Kings County Sheriff's Office is being awarded with \$58,004 to cover all costs associated with the program including deputy overtime and equipment costs.

**BACKGROUND:**

In 1995, the Alcoholic Beverage Control agency (ABC) embarked on a new and innovative approach to broaden and increase the level of alcoholic beverage law enforcement by working in partnership with cities and counties through a grant assistance project. The mission of the Alcohol Policing Partnership Program is to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminating the crime and public nuisance problems associated with problem alcoholic beverage outlets and then institutionalize those approaches within the local police agency. The Kings County Sheriff's Office goals and objectives for the grant

(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**

### **RESOLUTION AND GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

**August 31, 2021**

**Page 2 of 2**

period are to conduct four minor decoy operations, two shoulder tap operations, four roll call trainings, ten impact operations, ten general enforcement operations, submit two press releases, host one LEAD (Licensee Education on Alcohol and Drugs) class and spend \$2,500 on equipment. This agreement shall be for the term beginning July 1, 2021 and ending June 30, 2022.

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

\*\*\*\*\*

IN THE MATTER OF IMPLEMENTING  
THE DEPARTMENT OF ALCOHOLIC  
BEVERAGE CONTROL'S ALCOHOL  
POLICING PARTNERSHIP PROGRAM/

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Kings County Sheriff's Office ("Sheriff") desires to accept funding from the Department of Alcoholic Beverage Control ("ABC") to implement its Alcohol Policing Partnership Program ("APP");

WHEREAS, the Board of Supervisors of the County of Kings ("Board") agrees that funds received for the APP shall not be used to supplant other expenditures controlled by this body;

WHEREAS, the Board further agrees funding from this award will not be subject to local hiring freezes; and

WHEREAS, the Board and Sheriff agree any liability arising out of the Sheriff's participation in the APP, including civil court actions for damages, shall be the responsibility of the County of Kings and that the State of California and ABC disclaim responsibility for any such liability.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Sheriff of the County of Kings is authorized to sign and enter into the agreement, including any extension or amendments thereof, with the Department of Alcoholic Beverage Control to implement the APP program and accept the funding as set forth in the agreement.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the \_\_\_ of August 2021, by the following vote:

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

By: \_\_\_\_\_  
Craig Pedersen, Chairman of the  
Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors, this \_\_\_ day of August, 2021.

By: \_\_\_\_\_  
Clerk of said Board of Supervisors

## **EXHIBIT A SCOPE OF WORK**

### **I. SCOPE OF WORK**

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
  1. The operation period of the grant is July 1, 2021 through June 30, 2022.
  2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
  3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
  4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
  5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

### **II. GOALS AND OBJECTIVES**

1. Conduct at least four (4) Minor Decoy operations.
2. Conduct at least two (2) Shoulder Tap operations.
3. Conduct at least ten (10) General enforcement operations.
4. Conduct at least four (4) Roll call trainings.

5. Conduct at least ten (10) IMPACT operations.
6. Conduct at least one (1) LEAD training.
7. Provide at least two (2) press releases on grant enforcement activities.
  - A. To announce the start of the program;
  - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
  - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
8. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer ([pio@abc.ca.gov](mailto:pio@abc.ca.gov)) as soon as it is released.
9. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15<sup>th</sup> of the following month.

### III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Kings County Sheriff's Office  
Mark Bevens, Sheriff's Commander  
1444 W. Lacey Blvd.  
Hanford, CA 93230  
(559) 852-4619  
[mark.bevens@co.kings.ca.us](mailto:mark.bevens@co.kings.ca.us)

Department of Alcoholic Beverage Control  
Brandon Shotwell, Supervising Agent in Charge  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2329  
[Brandon.shotwell@abc.ca.gov](mailto:Brandon.shotwell@abc.ca.gov)

Direct all fiscal inquiries to:

Kings County Sheriff's Office  
Cassandra Bakker, Fiscal Analyst  
1444 W. Lacey Blvd.  
Hanford, CA 93230  
(559) 852-2820  
[cassandra.bakker@co.kings.ca.us](mailto:cassandra.bakker@co.kings.ca.us)

Department of Alcoholic Beverage Control  
Kristine Okino, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2572  
[Kristine.okino@abc.ca.gov](mailto:Kristine.okino@abc.ca.gov)

## **EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS**

### **I. INVOICING AND PAYMENT**

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (21-APP20) and must not exceed the contract total authorized amount of \$58,004. Invoices are to be submitted by the 15<sup>th</sup> of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control  
Attn: Kristine Okino, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2021.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2021 and on or before the project termination date, June 30, 2022.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

**II. BUDGET DETAIL**

<b>COST CATEGORY</b>	<b>TOTAL COST</b>
<p><b>A. Personnel Services</b></p> <p><u>Overtime</u></p> <p>Sergeant (\$64.22/hour) &amp; Deputies (\$52.28-\$56.40/hour)</p> <p>Benefits (estimated @ 1.45%)</p> <p><b>TOTAL Personnel</b></p>	<p>\$54,710.00</p> <p>\$794.00</p> <p><b>\$55,504.00</b></p>
<p><b>B. Operating Expenses (receipts required)</b></p> <p>n/a</p> <p><b>TOTAL Operating</b></p>	<p>\$0.00</p> <p><b>\$0.00</b></p>
<p><b>C. Equipment (receipts required, must be purchased by 12/31)</b></p> <p>Nikon 5600 Digital SLR Camera and accessories</p> <p><b>TOTAL Equipment</b></p>	<p>\$2,500.00</p> <p><b>\$2,500.00</b></p>
<p><b>D. Travel Costs</b></p> <p>n/a</p> <p><b>TOTAL Travel</b></p>	<p>\$0.00</p> <p><b>\$0.00</b></p>
<p><b>GRANT TOTAL</b></p>	<p><b>\$58,004.00</b></p>

### **III. BUDGET CONTINGENCY CLAUSE**

- 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, the State 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.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State 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.
- Due to current and on-going fiscal uncertainty caused by the COVID-19 crisis, the grantee may spend no more than fifty percent (50%) of the grant amount without prior written authorization from the Department. The Department intends to authorize expenditures beyond the amount of fifty percent (50%) should its fiscal condition allow.

### **IV. PROMPT PAYMENT CLAUSE**

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## **EXHIBIT C GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person 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, nor shall they discriminate unlawfully against any employee or applicant for employment because 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. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## **EXHIBIT D SPECIAL TERMS AND CONDITIONS**

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. **Contract Validity:** This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2021, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-APP20

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

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

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

County of Kings through the Kings County Sheriff's Office

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$58,004.00 Fifty eight thousand four dollars and no cents

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	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 04/2017)	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment RFP	RFP Scope of Work	13

*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.)

County of Kings through the Kings County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

1444 W. Lacey Blvd.

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

David S. Robinson

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-APP20

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Pattye Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** District Attorney – Keith L. Fagundes/Veronica Mello  
**SUBJECT:** ANNUAL REPORT OF THE REAL ESTATE FRAUD PROSECUTION TRUST  
FUND PROGRAM

**SUMMARY:**

**Overview:**

The Real Estate Fraud Prosecution Trust Fund was established by the Board on July 27, 2010. The program imposes a fee for investigative and prosecution purposes. The main focus of the program is to deter, investigate, and prosecute real estate fraud crimes. At the end of every fiscal year, the District Attorney prepares an annual report, which consists of revenue, expenditures, and statistical data for the most recent full fiscal year.

**Recommendation:**

**Receive and file the Annual Report of the Real Estate Fraud Prosecution Trust Fund Program pursuant to California Government Code section 27388 for the period of July 1, 2020 through June 30, 2021.**

**Fiscal Impact:**

The beginning fund balance on July 1, 2020 was \$288,227, and the total real estate document fees collected during the fiscal year was \$60,238 plus interest earned in the amount of \$2,789, totaling \$63,027. This brings the total program revenue to \$351,254 in Fund 100302, with zero expenditures to report.

**BACKGROUND:**

Each fiscal year, the District Attorney has an obligation to report the revenues and expenditures from the Real Estate Fraud Prosecution Trust Fund Program; therefore, an annual report has been compiled and is submitted to the Board and the California Legislative Analyst's Office as required.

(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

### ANNUAL REPORT OF THE REAL ESTATE FRAUD PROSECUTION TRUST FUND PROGRAM

August 31, 2021

Page 2 of 3

The County Administrative Office and the Real Estate Fraud Prosecution Trust Fund Committee have reviewed this item. The report is presented below for the Board's review.

#### Real Estate Fraud Prosecution Program Caseload and Financial Data Summary

##### I. Case Statistics

1. Name of reporting county:	<b>Kings</b>
2. Reporting Period (Fiscal Year):	<b>FY 20-21</b>
3. Number of referrals entering in the fiscal year:	1
4. Number of referrals initiated during the fiscal year:	1
5. Total number of referrals:	2
6. Number of investigations entering in the fiscal year:	3
7. Number of investigations initiated in the fiscal year:	2
8. Total number of investigations:	5
9. Number of filed cases entering in the fiscal year:	3
10. Number of filed cases initiated in the fiscal year:	1
11. Total number of filed cases:	4
12. Number of victims in filed cases entering in the fiscal year:	3
13. Number of victims in filed cases initiated in the fiscal year:	1
14. Total number of victims in filed cases:	4
15. Number of convictions obtained in the fiscal year:	0
16. Aggregate monetary loss suffered by victims for cases entering in the fiscal year:	unknown
17. Aggregate monetary loss suffered by victims for cases initiated during the fiscal year:	unknown
18. Aggregated monetary loss suffered by victims in cases in which there has been an investigation, filing, or conviction:	unknown

## Agenda Item

### ANNUAL REPORT OF THE REAL ESTATE FRAUD PROSECUTION TRUST FUND PROGRAM

August 31, 2021

Page 3 of 3

#### II. Accounting

19. Beginning fund balance in Real Estate Fraud Prosecution Trust Fund:	\$288,227
20. Real estate document fees collected:	\$63,027
21. Total program revenue:	\$351,254

#### Program expenditures for fiscal year:

22. Salaries and benefits:	\$0
23. Operation and support costs:	\$0
24. Administrative fees: <i>(retained by County Clerk-Recorder's Office for Fund Admin.)</i>	\$0
25. Total program expenditures:	\$0
26. Non Real Estate Fraud Prosecution Trust Fund monies used to fund activities in the fiscal year:	\$0
27. Ending balance in Real Estate Prosecution Trust Fund:	\$0
28. Was Real Estate Prosecution Trust Fund money used distributed to a law enforcement agency other than the district attorney's office in the fiscal year?	No

The real estate fraud trust fund monies were used to fund the following expenses:

<u>Category</u>	<u>Amount</u>
Net program revenue funds received by the District Attorney	\$0
Salary and Benefits: District Attorney Investigators	
<u>Subtotal Salary and Benefits</u>	\$0
Real Estate Fraud Prosecution	
<u>Subtotal Services/Supplies/Equipment</u>	\$0
Total Funds Expended	\$0
Unmet Program Cost to the District Attorney's Office	\$0



OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF KINGS  
**KEITH L. FAGUNDES**

August 31, 2021

Legislative Analyst Office  
925 L Street, #1000  
Sacramento, CA 95814

Re: Real Estate Fraud Prosecution Trust Fund – Annual Report, Fiscal Year 2020-21.

To Whom It May Concern:

This report is submitted in compliance with Government Code section 27388(d).

Real Estate Fraud Prosecution Program Caseload and Financial Data Summary

I. Case Statistics

	<b>Kings</b>
	<b>FY 20-21</b>
1. Name of reporting county:	
2. Reporting Period (Fiscal Year):	
3. Number of referrals entering in the fiscal year:	1
4. Number of referrals initiated during the fiscal year:	1
5. Total number of referrals:	2
6. Number of investigations entering in the fiscal year:	3
7. Number of investigations initiated in the fiscal year:	2
8. Total number of investigations:	5
9. Number of filed cases entering in the fiscal year:	3
10. Number of filed cases initiated in the fiscal year:	1
11. Total number of filed cases:	4
12. Number of victims in filed cases entering in the fiscal year:	3
13. Number of victims in filed cases initiated in the fiscal year:	1

14. Total number of victims in filed cases:	4
15. Number of convictions obtained in the fiscal year:	0
16. Aggregate monetary loss suffered by victims for cases entering in the fiscal year:	unknown
17. Aggregate monetary loss suffered by victims for cases initiated during the fiscal year:	unknown
18. Aggregated monetary loss suffered by victims in cases in which there has been an investigation, filing, or conviction:	unknown

II. Accounting

19. Beginning fund balance in Real Estate Fraud Prosecution Trust Fund:	<b>\$288,227</b>
20. Real estate document fees collected:	<b>\$63,027</b>
21. Total program revenue:	<b>\$351,254</b>

Program expenditures for fiscal year:

22. Salaries and benefits:	<b>\$0</b>
23. Operation and support costs:	<b>\$0</b>
24. Administrative fees: <i>(retained by County Clerk-Recorder's Office for Fund Admin.)</i>	<b>\$0</b>
25. Total program expenditures:	<b>\$0</b>
26. Non Real Estate Fraud Prosecution Trust Fund monies used to fund activities in the fiscal year:	<b>\$0</b>
27. Ending balance in Real Estate Prosecution Trust Fund:	<b>\$0</b>
28. Was Real Estate Prosecution Trust Fund money used distributed to a law enforcement agency other than the district attorney's office in the fiscal year?	<b>No</b>

The real estate fraud trust fund monies were used to fund the following expenses:

<u>Category</u>	<u>Amount</u>
Net program revenue funds received by the District Attorney	\$0
Salary and Benefits: District Attorney Investigators	

<u>Category</u>	<u>Amount</u>
<u>Subtotal Salary and Benefits</u>	\$0
Real Estate Fraud Prosecution	
<u>Subtotal Services/Supplies/Equipment</u>	\$0
Total Funds Expended	\$0
Unmet Program Cost to the District Attorney's Office	\$0

III. Contact Person

- A. Veronica Mello, Fiscal Analyst
- B. 1400 West Lacey Boulevard, Hanford, CA 93230
- C. (559) 582-0326
- D. [Veronica.Mello@co.kings.ca.us](mailto:Veronica.Mello@co.kings.ca.us)

The County Administrative Office and the Real Estate Fraud Prosecution Trust Fund Committee have reviewed this item. If you have any questions regarding this report please contact me at (559) 582-0326.

Sincerely,

VERONICA MELLO

Fiscal Analyst



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** Department of Finance – James Erb

**SUBJECT:** ALLOCATION OF CONTINGENCIES TO ASSIGNED FUND BALANCE

**SUMMARY:**

**Overview:**

On August 17, 2021 we told your Board we would return with a recommendation regarding the allocation of excess contingencies to designations for specific categories of future costs. An adequate general fund contingency should be set at 3.5% of budgeted expenditures. The County exceeded the 3.5% by approximately \$4,300,000. It is recommended that the County allocate a portion of the 2021/2022 Contingencies to specifically designated accounts or investments described in the recommendation below.

**Recommendation:**

1. Approve the reallocation of \$3,300,000 of Contingencies to the following Assigned Fund Balance accounts:
 

a. Assigned FB – Economic Uncertainty	\$ 1,875,000
b. Assigned FB – Automation Replacement	\$900,000
c. Assigned FB – State Court Audit Adjustment	\$ 525,000
  
2. Approve the reallocation of \$1,000,000 of Contingencies to a 115 Pension Trust administered by Public Agency Retirement Services (PARS) and designate the Director of Finance as the authority to select or change the investment option(s).

**Fiscal Impact:**

There is no fiscal impact as funds are either being moved to a specific account or invested on the County's behalf with an outside agency.

(Cont'd)

**BACKGROUND:**

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

## ALLOCATION OF CONTINGENCIES TO ASSIGNED FUND BALANCE

August 31, 2021

Page 2 of 3

The excess Contingencies are mostly the result of one time money and should not be used to fund ongoing operations. One time funding consist of a General Fund reimbursement of qualified CARES expenditures incurred in fiscal year 2019/2020 from March 1 to June 30, an increase in Sales Tax during COVID where there was little travel and more consumer spending from home, and some funding from solar plant development.

All governments have certain future planned and unplanned expenditures which they should be prepared to address as they arise. The plan described below is a healthy starting point to prepare for these events. Having a plan with funding in place protects the General Fund, may prevent lay offs in an economic downturn, and helps with credit ratings ensuring the County obtain more favorable interest rates. As a policy when projected year end Fund Balance Available is higher than the budget expectation any excess should be set aside for future events.

Governmental Accounting Standards Board (GASB) has defined fund balance into 5 different classifications: nonspendable, restricted, committed, assigned, and unassigned. Each classification has different levels of constraints placed on how the resources can be spent.

Nonspendable Fund Balance classification includes amounts that cannot be spent because they are either (a) not spendable in form (inventory) or (b) legally or contractually required to be maintained intact (endowment).

Restricted Fund Balance are amounts that must be used for a specific purpose, usually imposed by an external source such as the State.

Committed Fund Balance can only be used for specific purposes pursuant to the constraints imposed by formal action of the Government's highest level of decision making authority. In our case this would be the Board of Supervisors.

Assigned Fund Balance are amounts constrained by the government's "intent" to be used for a specific purpose, but are neither restricted nor committed.

Unassigned Fund Balance is the residual classification for the General Fund.

It is recommended that the contingency amount over 3.5% be allocated as an "assignment" (lowest level of constraint) in the following strategic categories.

1. Assigned FB – Economic Uncertainty	\$ 1,875,000
2. Assigned FB – Automation Replacement	\$ 900,000
3. Assigned FB – State Court Audit Adjustment	\$ 525,000
4. PARS - 115 Trust	\$1,000,000

1. Times of economic uncertainty are a certainty, the uncertainty is when it may happen and how long a downturn will continue. GFOA recommends an accumulation of rainy day funds of approximately 20% of general fund expenditures. With the passing of the 2021/2022 budget, the County currently has \$19,450,000 of funds that could be diverted, however, that represents only 6.18% of fiscal year 21/22 General Fund expenditure budget.

## **Agenda Item**

### **ALLOCATION OF CONTINGENCIES TO ASSIGNED FUND BALANCE**

**August 31, 2021**

**Page 3 of 3**

2. Automation is here to stay. There are many county-wide projects on the horizon that will have the ability to increase the efficiency of Kings County staff but will need a funding source. Setting aside an amount for those future projects will help evaluate and implement some of these solutions. Some of the projects departments have listed are; on-line payments, Office 365, increase e-mail storage, document imaging, and 2 factor verification.
3. We have recently been made aware of some findings with the State Auditor of Court Revenue Funds. The allocation of different types of fines ordered by the courts are complicated and can be different for different types of violations. The State Auditor identified funds that were not split accurately between the County and the State since 2016. The error resulted in an underpayment to the State of approximately \$381,000. In addition, the State Auditor identified an error of incorrect remittances in the Probation Department's calculation. This error resulted in an underpayment of approximately \$115,000. Interest will be added based on the State Treasurer rate.
4. On November 8, 2016 your Board approved a resolution establishing an account with PARS setting up a Section 115 irrevocable trust to offset future pension or other post-employment benefit costs. A Section 115 trust has the ability to invest in options similar to a pension fund which has greater earnings potential than the limited investments allowed by the County Treasurer.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** Human Resources – Henie Ring/Carolyn Leist

**SUBJECT:** AGREEMENT WITH NEOGOV FOR THE TALENT MANAGEMENT SUITE

**SUMMARY:**

**Overview:**

Human Resources is seeking approval for an agreement with NEOGOV to purchase the software of the entire Talent Management Suite (TMS), including professional services for integration with the County's payroll system, implementation of the TMS modules, and training. Human Resources has held contractual agreements with NEOGOV over the last 14 years for the recruitment and applicant tracking modules available in the TMS.

**Recommendation:**

**Authorize the Human Resources Director to sign an Agreement with NEOGOV for the NEOGOV Talent Management Suite Bundled Subscription Fees and professional services beginning October 1, 2021.**

**Fiscal Impact:**

The cost for the first year in Fiscal Year 2021/2022 is \$137,378, in Fiscal Year 2022/2023 the cost is \$134,640, and in Fiscal Year 2023/2024 the cost is \$167,892. After the expiration of the initial term, the Talent Management Suite Bundle Subscription Fees shall not increase more than 3 percent from the prior annual term. The costs for these services are included in Budget Unit 121600. These costs do not include ancillary overhead costs that will be also reduced (*e.g.*, costs of paper, copying, equipment-scanners, copiers, printers, etc.) through instituting the TMS system service suite as proposed.

**BACKGROUND:**

The County purchased the NEOGOV system in March of 2007, which at the time, only included the Insight module and the use of Governmentjobs.com. These services assisted the County in automating the recruitment

(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 NEOGOV FOR THE TALENT MANAGEMENT SUITE**

**August 31, 2021**

**Page 2 of 2**

and applicant tracking process. Currently, all requisitions and applications for County positions are received online using the system, and the recruitment process is fully managed using the system. Human Resources (HR) staff, as well as other departments, initiate, track and finalize all recruitment activity utilizing this system.

NEOGOV serves over 6,000 organizations with over 19 years of experience. They are the leading provider of a comprehensive human capital management solution for the public sector, which is designed exclusively for government agencies and higher education institutions. NEOGOV continuously upgrades their systems, offering more tools and procedures to increase efficiencies and ensure compliance for government agencies. As such, the Talent Management Suite (TMS) has expanded to include many other modules, such as, Onboard, Perform, E-Forms, Learn and Candidate Text Messaging. These modules would help the County to become more efficient relieving both Human Resources and departments from completing duplicative work, streamline and expedite procedures, and provide a central location for departments to track onboarding forms. In addition, these systems would offer training, growth and development, while also offering tools to supervisors and managers to identify and promote employee strengths and nurture communications.

The Purchasing Manager approved a Sole Source Request for this contractor. This Agreement was reviewed and approved by County Counsel as to form.

## Invoice #INV-21304

### From

Governmentjobs.com, Inc. DBA NEOGOV  
300 Continental Blvd.  
Suite 565  
El Segundo, CA 90245

### Bill To

Kings, County of (CA)  
1400 W. Lacey Blvd.  
Hanford, CA 93230  
USA

### Invoice Summary

**Invoice Paid**

<b>Invoice Number</b>	INV-21304
<b>Date</b>	09/01/2021
<b>Terms</b>	Net 30
<b>Due Date</b>	10/01/2021
<b>Amount Due (USD)</b>	\$ -10,635.20

### Item / Description

### Total

#### Insight

This is your subscription fee for Insight for the term starting 10/01/2021 and ending 03/21/2022.

-9,013.74

#### Governmentjobs.com

This is your subscription fee for Governmentjobs.com for the term starting 10/01/2021 and ending 03/21/2022.

-1,621.46

### Amount Due (USD)

\$ -10,635.20

Thank you for your business!

For questions, or pay by credit card, please reply to this email or reach out to [billing@neogov.com](mailto:billing@neogov.com).

Please make checks payable to:

Governmentjobs.com, Inc  
DEPT LA 25067  
Pasadena, CA 91185-5067

For Payments by Wire:  
Silicon Valley Bank  
Account #: 3302022848  
Account Name: Governmentjobs.com, Inc.  
Bank Routing No.: 121140399  
Swift Code: SVBKUS6SIBO

For a copy of our W9, please click on "Download W9" above.

NEOGOV Order Form			
NEOGOV: <b>Governmentjobs.com, Inc. (dba "NEOGOV")</b> 300 Continental Blvd., Suite 565 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address:  Kings County, CA	
Quote Creation Date:	8/13/21	Contact Name:	Carolyn Leist
Quote Expiration Date:	10/1/21	Contact Email:	<a href="mailto:carolyn.leist@co.kings.ca.us">carolyn.leist@co.kings.ca.us</a>
Payment Terms:	Annual. Net 30 from NEOGOV invoice.		
Employee Count:	1,680 FTE & 100 PTE/Seasonal Employees		
Fee Summary			
Service Description	Term	Term Fees	
TMS Bundled Subscription for Insight, Governmentjobs.com, Perform, Onboard, E-Forms, Learn, Candidate Text Messaging	10/1/21 – 9/30/22	\$89,463.00	
	10/1/22 – 9/30/23	\$125,090.00	
	10/1/23 – 9/30/24	\$158,342.00	
Integration Bundled Subscription for Position Integration, Employee Integration, New Hire Integration	10/1/21 – 9/30/22	\$9,550.00	
	10/1/22 – 9/30/23	\$9,550.00	
	10/1/23 – 9/30/24	\$9,550.00	
Professional Services: TMS Implementation and Training		\$27,000.00	
Professional Services: Integration Setup and Implementation		\$22,000.00	
	<b>Total Year 1:</b>	<b>\$148,013.00</b>	
	<b>Total Year 2:</b>	<b>\$134,640.00</b>	
	<b>Total Year 3:</b>	<b>\$167,892.00</b>	

#### A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

#### B. Special Conditions (if any).

1. Initial Term: 10/1/21 – 9/30/24
2. After expiration of the Initial Term, TMS Bundle Subscription Fees shall not increase more than 3% from the prior annual term.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

<b>Customer</b>	<b>Governmentjobs.com, Inc. (DBA "NEOGOV")</b>
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

## **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.

The County of Kings currently uses the NEOGOV module for recruiting. NEOGOV has extended their platform to include many other modules within the Talent Management system, including, Onboarding, eForms, eLearn, and Perform. These modules integrate with the recruiting system in providing a seamless transition from recruiting to onboarding employees to all performance reviews and forms required throughout an employee's employment with the County.

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.

Henie Ring, Human Resources Director; Carolyn Leist, Principal Personnel Analyst; James Erb, Director of Finance; Kyria Martinez, Assistant County Administrative Officer; and Evan Jones, Purchasing Manager.

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

---

Purchasing Manager: Approved as written  Rejected  Signed  *Evan Jones*  
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 August 31, 2021

**SUBMITTED BY:** Public Works Department – Dominic Tyburski

**SUBJECT:** KINGS COUNTY SHERIFF'S OPERATIONS BUILDING SITE IMPROVEMENTS

**SUMMARY:**

**Overview:**

On September 1, 2020 your Board approved the award of a construction contract with D.H. Williams Construction Inc, in the amount of \$581,000 for the site development of the Sheriff's Operations Modular building to be located adjacent to the existing Kings County Jail. Subsequently, the Public Works Director approved Change Order #1 (as authorized up to ten percent), and your Board approved Change Order #2. Public Works is now recommending approval of proposed Change Order #3 to address unforeseen work, and the construction of additional parking as requested by the Sheriff's Office.

**Recommendation:**

- a. Approve the construction Contract Change Order #3 for D.H. Williams Construction Inc., in the amount of \$83,694 for the Kings County Sheriff's Operations Building Site Improvements; and
- b. Authorize the Public Works Director to sign Change Order #3.

**Fiscal Impact:**

Funding for his project is included in the Fiscal Year 2021-2022 Proposed Final Budget, in Budget Unit 700000 Accumulated Capital Outlay, Account Number 94102.

**BACKGROUND:**

Funding for this project in the amount of \$7,000,000 was included in Senate Bill 840, which was approved by the State of California in June of 2018. Design was completed with construction beginning October of 2020. The project was advertised and awarded as two separate projects 1) building site work, and 2) modular building. This change order is relative to the building site work including utility connections, City Fire inspection fees and

(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**

### **KINGS COUNTY SHERIFF'S OPERATIONS BUILDING SITE IMPROVEMENTS**

**August 31, 2021**

**Page 2 of 2**

additional paved parking as requested by the Kings County Sheriff's Office. The previous change orders for the project are as follows:

- |   |          |
|---|----------|
| 1. CCO #1 Additional building site work       | \$27,080 |
| 2. CCO #2 Additional building site excavation | \$40,000 |

Attachment A: Change Order #3, Storm Drain Pipe, City of Hanford Fire Inspection Fee, Additional Paved Parking, Natural Gas Service, and Excavation of Elevator Pit.

**COUNTY OF KINGS  
CHANGE ORDER  
NUMBER #3**

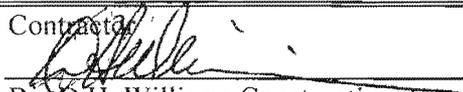
Project: Operations Building for the Kings County Sheriff's Office  
 County Contract #: 20-095  
 Contractor: D.H. Williams Construction, Inc.  
 Date: August 24, 2021

You are hereby authorized and directed to promptly make the following modifications to the contract for the above referenced project.

DESCRIPTION OF CHANGE:	Increase	Decrease
1. Storm Drain Pipe Additional Costs (3-01).*	\$ 6,453.00	
2. City of Hanford Fire Inspection Fee (3-02).*	\$ 455.00	
3. Additional Paved Parking (3-03).*	\$ 57,261.00	
4. Natural Gas Service Piping to New Sheriff's Operations Building (3-04).*	\$ 15,009.00	
5. Excavation of Elevator Pit (3-05).*	\$ 4,515.78	
Total	\$ 83,693.78	
*See attached for detailed cost and scope information.		
Net Increase/Credit	\$ 83,693.78	

**REASON FOR CHANGE:** Result of unknown factors due to remodel of existing building.

Contract Price: \$ 581,000.00	Contract Time: 485 Calendar Days
Prior Changes: \$ 67,080.00	Original Completion: February 19, 2022
This Change: \$ 83,693.78	Prior Changes: 0
New Contract Price: \$ 731,773.78	This Change: 0
	New Completion: N/A

Contract # _____  By: D.H. Williams Construction, Inc. Date: 8/11/21	County of Kings <hr/> By: Public Works Director Date:
---	---

This Change Order is for the full and complete settlement of the Change Order work set forth above. Upon execution of this Change Order, Contractor waives any, and all damages and claims arising out of the circumstances, which caused the Change Order, including, but not limited to damages or claims for hindrance, acceleration, time delays, any future cumulative effects on contract time or monies that could arise in any way out of such claim, and extension of time.



- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Owner: Dominic Tyburski, Kings County    | <input checked="" type="checkbox"/> Inspector: Kings County Building Department |
| <input checked="" type="checkbox"/> Architect: Loren K. Aiton, TETER, LLP    | <input checked="" type="checkbox"/> KCSO: Dave Putnam, Asst. Sheriff            |
| <input checked="" type="checkbox"/> Contractor: Dave Williams, D.H. Williams |   |

**PROJECT:**

Kings County Sheriff's Operations Building,  
Site Improvements  
County of Kings, California  
Hanford, California

Date.: 7/30/2021

TETER Project No.: 18-11025

**CONTRACTOR:**

D. H. Williams Construction, Inc.  
4969 N. Glenn Ave  
Fresno, CA 93704

Client Project No.: 20-095

**INCLUDES THE FOLLOWING:**

Change Order	2 pages
Attachments	11 pages
<b>TOTAL</b>	<b>13 pages</b>

**Not valid until signed by Owner, Architect and Contractor. The Contract is changed as follows:**

The original Contract Sum was.....	\$ 581,000.00
Net change by previously authorized Change Orders.....	\$ 67,080.00
The Contract Sum prior to this Change Order was.....	\$ 648,080.00
The Contract Sum will be increased by this.....	\$ 83,693.78
The new Contract Sum including this Change Order will be .....	\$ 731,773.78
 The Contract Time will be increased by .....	 0 Calendar Days
The date of Completion as the date of this Change Order is .....	February 19, 2022

**NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price, which have been authorized by Construction Change Directive.**

<b>TETER, LLP</b>	<b>D. H. Williams Construction, Inc.</b>	<b>Kings County</b>
Architect	Contractor	Owner
7535 N. Palm Ave., Ste. 201; Fresno, CA 93711	4969 N. Glenn Ave, Fresno, CA 93704	1400 W. Lacey Blvd Hanford, CA 93230
Address	Address	Address
By:  <small>Digitally signed by Loren Aiton Date: 2021.08.11 08:24:52-07'00'</small>	By:  <b>DAVE WILLIAMS</b>	By: _____
[Architect Name]	[Contractor Name]	[Client Name]
Date: 8-11-2021	Date: <u>8-11-21</u>	Date: _____

**Stamp:**

**CHANGE ORDER NO. 3**

**3-01: Storm Drain Pipe Additional Installation Costs**

**Description of Change:** Hand work required to place the new storm drain line under the existing concrete encased electrical conduits and to thread the pipe through other buried utilities including the existing water line.

**Reason for Change:** Additional labor required to install storm drain line between existing concrete encased electrical conduits and 10" water pipe.

**Change Requested By:** Contractor

**Increased Amount:** \$6,453.00

**3-02: City of Hanford Fire Department Inspection Fee**

**Description of Change:** Contractor paid Hanford Fire Department Inspection Fee.

**Reason for Change:** Contractor paid inspection fee to facilitate inspection to allow open trenches to be backfilled.

**Change Requested By:** Contractor

**Increased Amount:** \$455.00

**3-03: Additional Paved Parking**

**Description of Change:** Install new paved parking along east side of Jail Parking access Road per RFP 02 Attached

**Reason for Change:** Provide needed additional staff parking.

**Change Requested By:** Kings County Sheriff, Dave Robinson

**Increased Amount:** \$57,261.00

**3-04: Natural gas service piping to New Sheriff's Operations Building**

**Description of Change:** Connection of the building Natural Gas service to the existing 2" stub in the rear of the Day Reporting Center building.

**Reason for Change:** The project design assumed the Southern California Gas Company would install a new gas meter at the building and extend the service line to the gas main located on the east side of the Jail Parking Access Road. However, SCGC has indicated they will not install the service line and wants to locate a new meter at the point of mainline connection (This would be adjacent to a meter that serves the Morgue on the SE corner of access road and North Drive). To avoid needing to cross the access road with a new building gas service line the County has opted to connect to a 2" stub located behind the Day Reporting Center Building to provide gas service to the new building. This 2" stub is believed to be medium pressure as service and is at the end of the gas line that serves the Day Reporting Center. This line has been traced back to a service connection at the Jail. This scope includes shut off valve and pressure regulator.

**Change Requested By:** Kings County

**Increased Amount:** \$15,009.00

**3-05: Excavation of Elevator Pit**

**Description of Change:** Additional excavation of elevator pit.

**Reason for Change:** Excavation of elevator pit foundation required and not included in contractor bidding.

**Change Requested By:** Kings County Sheriff

**Increased Amount:** \$4,515.78

---

**TOTAL CHANGE ORDER NO. 3: ..... \$ 83,693.78**

**TOTAL CONTRACT TIME EXTENSION CHANGE ORDER NO. 3:..... 0 Calendar Days**

**END OF CHANGE ORDER NO. 3**

# D. H. Williams

## Construction, Inc.

License # 571597

4969 N. Glenn Ave  
Fresno, California 93704

Phone # 241-0374  
Fax # 513-8515

---

May 25, 2021  
Loren Aiton  
Teter AE  
7535 N Palm Ave STE 201  
Fresno, CA 93711

VIA Email Only  
[loren.aiton@teterae.com](mailto:loren.aiton@teterae.com)

Ref: OPERATIONS BUILDING FOR THE KINGS COUNTY SHERIFF'S OFFICE SITE BID  
PACKAGE – Outstanding Change order Request items

1. Request for compensation of added costs to hand bore Storm line in parking lot under Unknown utilities. Request previously submitted in the amount of: ADD \$6,453.00 (reference email D.W to L.A. on 4/27/21 @ 7:53 AM)
2. Reimburse costs of City Building permit required to obtain inspection of Fire Line. (Copies of checks are available upon request) - ADD \$455.00.
3. Add for new Parking per RFP #2. Please note this is for a 12" deep CONCRETE Curb with 12: wide by 6" blockouts at 20' OC for drainage in lieu of the AC Extruded curb, The rest is per the request. ADD \$57,261.00. (Copy of Pricing from Todd Companies is available on Request)
4. Add for new Gas line per SI #3. This will be routed around (to the south side) the parking lot instead of under it. ADD \$9,833.00 (Copy of Todd Company pricing is available on Request)

Regards.

David Williams - President.

**TODD COMPANIES**  
**P O BOX 6820**  
**VISALIA, CA 93290**  
**PH (559) 651-5820**  
**FAX (559) 651-5830**  
**E-MAIL jt2@jt2inc.com**

**DATE: 5/11/2021**  
**CONTRACTOR: D.H Williams**  
**JOB: 20-110 Operations Bldg. Kings Co. Sheriff**  
**DESCRIPTION: 2" gas line site utilities service SI#03**

**CHANGE ORDER PROPOSAL**

Contract Time Extension: 4 WD

20-110- P009

pg 1 of 2

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**Material Costs**

DIRECT MATERIAL COST			\$	939.26	
<b>SUBTOTAL MATERIAL</b>					\$ 939.26

**Labor Costs**

PLUMBER	31 HRS @	\$ 80.06	HR.	\$ 2,481.86	
OPERATOR	13.5 HRS @	\$ 79.28	HR.	\$ 1,070.28	
P/R TAXES, INSURANCE, BENEFITS	40% OF E-G			\$ 1,420.86	
<b>SUBTOTAL</b>				\$ 4,973.00	
TRAVEL TIME	TRIPS	\$ 60.00	TRIP	\$ -	
TRAVEL TIME	HRS @	\$ 35.00	HR.	\$ -	
<b>SUBTOTAL LABOR</b>					\$ 4,973.00

**Equipment/Other Costs**

EQUIPMENT - Backhoe	9 HRS @	\$ 60.00	HR.	\$ 540.00	
EQUIPMENT - Wacker			DAY	\$ 100.00	
EQUIPMENT - Water Truck/buffalo			DAY	\$ 200.00	
EQUIPMENT - Crew Truck	15.5 HRS @	\$ 10.00	HR.	\$ 155.00	
EQUIPMENT - Fuse Machine			DAY	\$ 150.00	
EQUIPMENT - Pipe Machine			DAY	\$ 100.00	
OTHER - Mob/Demob			DAY	\$ 400.00	
OTHER - Air Compressor			DAY	NO CHARGE	
<b>SUBTOTAL OTHER DIRECT COST</b>					\$ 1,645.00

<b>SUBTOTAL PRIME COSTS</b>					\$ 7,557.26
PROFIT/OVERHEAD - Labor	20%			\$ 994.60	
PROFIT/OVERHEAD - Material	15%			\$ 387.64	
<b>SUBTOTAL</b>					\$ 8,939.50

<b>TOTAL COST</b>					<b>\$ 8,939</b>
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ESTIMATOR:



**From:**

JT2 INC DBA TODD COMPANIES  
1701 N. CLANCY COURT  
P O BOX 6820  
VISALIA, CA 93290  
(559) 651-5820 Fax (559) 651-5830  
License: 788798

**Change Order #:** P009  
**Change Order Date:** 05/11/21

**To:**

DHWC-Operation Bldg KC Sheriff  
1400 W. Lacey Blvd.  
Hanford, CA 93230

**Project:**

DHWC-Operation Bldg KC Sheriff  
Kings County Drive  
Hanford, CA 93230

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Original Contract Amount:	\$82,600.00
Total Previous Change Orders:	\$6,150.00
Total Before this Change Order:	\$88,750.00
Amount of this Change Order:	\$8,939.00
Revised Contract Amount:	\$97,689.00

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The Original Construction Agreement is hereby modified and amended by the following deviations from original plans and specifications:

05/21/21 (Lauren) - JT2 - 2" GAS LINE SITE UTILITIES SERVICE SI#03. P009

It is mutually agreed that for such change the contract price is increased by \$8,939.00 (Eight Thousand Nine Hundred Thirty-Nine and 00/100) payable with the payments due under the original construction agreement.

Time for completion of the above cited work is hereby extended 4 days beyond any completion date set forth in the original contract for such work.

All other provisions of the original contract and agreement shall remain in full force and effect without change because of the above deviations.

**JT2 INC DBA TODD COMPANIES**

**DHWC-Operation Bldg KC Sheriff**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

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

**TODD COMPANIES**  
**P O BOX 6820**  
**VISALIA, CA 93290**  
**PH (559) 651-5820**  
**FAX (559) 651-5830**  
**E-MAIL jt2@jt2inc.com**

**DATE: 5/17/2021**  
**CONTRACTOR: D.H Williams**  
**JOB: 20-110 Operations Bldg. Kings Co. Sheriff**  
**DESCRIPTION: Concrete alternate - 240' x 10' x 6" tack over compacted native w/ 6" curb w/ rebar in curb**

**CHANGE ORDER PROPOSAL**

Contract Time Extension: 8 WD

20-110- P011

pg 1 of 2

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**Material Costs**

DIRECT MATERIAL COST		\$	12,440.00
<b>SUBTOTAL MATERIAL</b>			<b>\$ 12,440.00</b>

**Labor Costs**

LABORER	8 HRS @	\$	57.81	HR.	\$	462.48
OPERATOR	40 HRS @	\$	79.28	HR.	\$	3,171.20
MASON	212 HRS @	\$	65.86	HR.	\$	13,962.32
P/R TAXES, INSURANCE, BENEFITS	40% OF E-G				\$	7,038.40
<b>SUBTOTAL</b>					\$	<b>24,634.40</b>
TRAVEL TIME	TRIPS	\$	60.00	TRIP	\$	-
TRAVEL TIME	HRS @	\$	35.00	HR.	\$	-
<b>SUBTOTAL LABOR</b>						<b>\$ 24,634.40</b>

**Equipment/Other Costs**

EQUIPMENT - Trucking	9 HRS @	\$	120.00	HR.	\$	1,080.00
EQUIPMENT - Compactor	1 DAYS @	\$	600.00	DAY	\$	600.00
EQUIPMENT - PC 220 Excavator	1 DAYS @	\$	1,160.00	DAY	\$	1,160.00
EQUIPMENT - Skip Loader (2)	2 DAYS @	\$	450.00	DAY	\$	1,800.00
EQUIPMENT - Crew Truck (2 @ 44hrs)	88 HRS @	\$	10.00	HR.	\$	880.00
OTHER - Mobilization/Demobilization				DAY	\$	1,600.00
<b>SUBTOTAL OTHER DIRECT COST</b>						<b>\$ 7,120.00</b>

<b>SUBTOTAL PRIME COSTS</b>					\$	<b>44,194.40</b>
PROFIT/OVERHEAD - Labor	20%				\$	4,926.88
PROFIT/OVERHEAD - Material	15%				\$	2,934.00
<b>SUBTOTAL</b>					\$	<b>52,055.28</b>

<b>TOTAL COST</b>					<b>\$</b>	<b>52,055</b>
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ESTIMATOR:

**TODD COMPANIES**  
**P O BOX 6820**  
**VISALIA, CA 93290**  
**PH (559) 651-5820**  
**FAX (559) 651-5830**  
**E-MAIL jt2@jt2inc.com**

**DATE: 5/17/2021**  
**CONTRACTOR: D.H Williams**  
**JOB: 20-110 Operations Bldg. Kings Co. Sheriff**  
**DESCRIPTION: Concrete alternate - 240' x 10' x 6" tack over compacted native w/ 6" curb w/ rebar in curb**

**CHANGE ORDER PROPOSAL**

20-110- P011

Contract Time Extension:

0

pg 2 of 2

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**Break down of materials:**

	UOM	Quantity	Rate	Total
Concrete	YDS	54	132.00 \$	7,128.00
Wood 2 x 12	FT	250	6.80 \$	1,700.00
Wood 2 x 6	FT	280	3.50 \$	980.00
DIR fee	EA	7	200.00 \$	1,400.00
fuel surcharge	EA	7	55.00 \$	385.00
nails 80 duplex	EA	500		25.00
screws	EA	500		20.00
1/2" rebar	EA	600	0.75 \$	450.00
tire wire	ROLL	4	12.00 \$	48.00
6" exp joints 10'	FT	10	9.00 \$	90.00
1/2" dowels	EA	24	8.00 \$	192.00
dowel grease	EA	2	11.00 \$	22.00
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
Total				----- \$ 12,440.00

**Break down of total hours:**

	Men	Hrs	Total
OPERATOR - Remove 6" (E) soil	2	8	16
LABORER - Remove 6" (E) soil	1	8	8
OPERATOR - Scarify 6" and compact	3	8	24
MASON - Form Curb	4	8	32
MASON - Pour concrete	10	16	160
MASON - Strip and clean	4	5	20
Total Hours:			----- 260

**From:**

JT2 INC DBA TODD COMPANIES  
1701 N. CLANCY COURT  
P O BOX 6820  
VISALIA, CA 93290  
(559) 651-5820 Fax (559) 651-5830  
License: 788798

**Change Order #:** P011  
**Change Order Date:** 05/17/21

**To:**

DHWC-Operation Bldg KC Sheriff  
1400 W. Lacey Blvd.  
Hanford, CA 93230

**Project:**

DHWC-Operation Bldg KC Sheriff  
Kings County Drive  
Hanford, CA 93230

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Original Contract Amount:	\$82,600.00
Total Previous Change Orders:	\$6,150.00
Total Before this Change Order:	\$88,750.00
Amount of this Change Order:	\$52,055.00
Revised Contract Amount:	\$140,805.00

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The Original Construction Agreement is hereby modified and amended by the following deviations from original plans and specifications:

05/21/21 (Lauren) - JT2 - CONCRETE ALTERNATE - 240' X 10' X 6" TACK OVER COMPCTED NATIVE WITH 6" CURB W/ REBAR IN CURB. P011

It is mutually agreed that for such change the contract price is increased by \$52,055.00 (Fifty-Two Thousand Fifty-Five and 00/100) payable with the payments due under the original construction agreement.

Time for completion of the above cited work is hereby extended 8 days beyond any completion date set forth in the original contract for such work.

All other provisions of the original contract and agreement shall remain in full force and effect without change because of the above deviations.

**JT2 INC DBA TODD COMPANIES**

**DHWC-Operation Bldg KC Sheriff**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

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



# D. H. Williams Construction, Inc.

License # 571597

4969 N. Glenn Ave  
Fresno, California 93704

Phone # 241-0374  
Fax # 513-8515

July 2, 2021  
Loren Aiton  
Teter AE  
7535 N Palm Ave STE 201  
Fresno, CA 93711

VIA Email Only  
[loren.aiton@teterae.com](mailto:loren.aiton@teterae.com)

Ref: OPERATIONS BUILDING FOR THE KINGS COUNTY SHERIFF'S OFFICE SITE BID  
PACKAGE – Change Order Request, Digging Elevator pit added to plans by JTS.

Loren

We respectfully request acceptance of the following “bill” for the work performed 7/1/21 to allow JTS to keep working on the foundations. We dug the hole per dimensions from JTS. The hole was about 17' x 17' x 6' deep to bottom of their footing. Per their request, we also “over excavated” the south side of the pit 3' wide by 4' deep so they can later form the pit walls as that pit wall is flush with the foundation.

We also managed to haul off about half of JTS' footing spoil pile which was necessary to get room to perform the work.

Self Performed costs:

8 Hours Teamster Wages Group 1 (ST) @ \$66.57	=	\$ 532.56	
8 Hours laborer Area 2 group 3 (OT) @ 76.05	=	608.40	
20% Payroll Burden	=	228.19	
7 yard Dump Truck Rental	=	553.87	
Subtotal Costs	=	1,923.02	
OH/Profit Direct Costs 25%	=	480.76	
TOTAL Direct Work Billing	=		\$ 2,403.78

Subcontracted Work ( Steven's Electric Operated Backhoe)

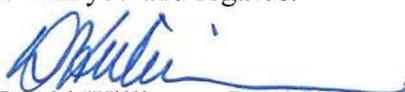
16 Hours at \$120/hr	=	\$1,920.00	
OH/Profit Sub Work (10%)	=	192.00	
TOTAL Sub Work Billing	=		\$ 2,112.00

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<b>TOTAL REQUEST:</b>	=		<b>\$ 4,515.78</b>
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Thank you and regards.

  
David Williams - President.

# **Steven's**

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# **Electrical**

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# **Contracting**

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**LIC. 661442 Address 17716 ROAD 38 MADERA, CA. 93636 PHONE [559] 363-9776  
Dir. # 1000010651 Email stevens3639776@gmail.com**

DATE: 7/2/2021

## ***Invoice***

***To: DH Williams Construction Inc.  
4969 N. Glenn Ave. Fresno, Ca. 93704***

***Date of Work: 7/1/2021***

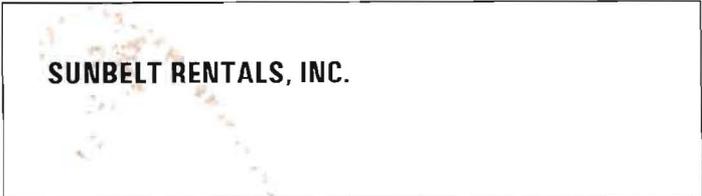
***Project: Dig large elevator footing as directed by Dave @ DH Williams Construction Inc. for Sheriffs Building Hanford jail facility.***

***Backhoe & Operator: 16Hrs. @ \$120.00= \$1920.00***

**Total cost \$1920.00**



PC#: 0381  
 4700 E CLAYTON AVE  
 FOWLER, CA 93625 9693  
 559-834-6400



Job Site:  
 D H WILLIAMS CONST INC  
 4969 N GLENN AVE  
 FRESNO, CA 93704 3458  
  
 C#: 559-241-0374 J#: 559-241-0374

**RENTAL RETURN**



Invoice #... 115161053-0001  
 Invoice date 7/01/21  
 Date out.... 7/01/21 7:30 AM  
 Date in..... 7/01/21 4:52 PM  
 Job Loc..... 4969 N GLENN AVE, FRESNO  
 Job No..... 2 - D H WILLIAMS CON  
 P.O. #..... HANFORD JAIL  
 Ordered By.. WILLIAMS, DAVE  
 NET DUE UPON RECEIPT

Customer: 84634  
 D H WILLIAMS CONST INC  
 4969 N GLENN AVE  
 FRESNO, CA 93704

For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the renter is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and return the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the renter acknowledges receipt of these documents.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	5-6 YARD DUMP TRUCK 454056 Make: FORD Model: F750 Ser #: 3FRNF7FAXCV184410 DUMPTRUCK 5-6 YD,FORD,F750,DSL,2WD,REG MI OUT: 39897.20 MI IN: 39969.900 TOTAL: 72.700 Billed from 7/01/21 thru 7/01/21	425.00	425.00	1140.00	3460.00	425.00
Rental Sub-total:						425.00
<b>SALES ITEMS:</b>						
Qty	Item number	Unit	Price			
1	CAHERS1	EA	3.190			3.19
1	ENVIRONMENTAL	EA	8.280			8.28
8.5	DIESEL	EA	9.000			76.50
						Sub-total: 512.97
						Tax: 40.90
						Total: 553.87
FINAL BILL: 7/01/21 07:30 AM THRU 7/01/21 04:52 PM.						

Rate your rental experience [www.sunbeltrentals.com/survey](http://www.sunbeltrentals.com/survey)

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at [www.sunbeltrentals.com/rentalcontract](http://www.sunbeltrentals.com/rentalcontract). \*Delivery/Pickup Surcharge fee explanation is available at [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge).
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

*7:00  
2:00 PM  
KZ*

**Continued on the next page...**



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** Administration – Larry Spikes/Matthew Boyett  
**SUBJECT:** FISCAL YEAR 2021-2022 KINGS COUNTY BUDGET RESOLUTION  
**SUMMARY:**

**Overview:**

Staff presents the Final Budget for Fiscal Year 2021-2022 for your Board's consideration as presented to your Board on August 17, 2021 during Final Budget Hearings. County Budget Hearings were held on August 17, 2021 and the Board directed staff to bring back a final budget resolution. The County must submit the Adopted Budget Resolution to the State Controller's Office by the deadline of October 2 of the current fiscal year.

**Recommendation:**

**Adopt the resolution approving the Final Fiscal Year 2021-2022 Kings County Budget.**

**Fiscal Impact:**

The spending plan for Kings County is \$432,381,369. The budget, as prepared under Board direction, is balanced.

**BACKGROUND:**

Budget Hearings were opened by your Board on August 17, 2021 for the Fiscal Year 2021-2022 Final Budget. During those hearings, your Board gave a temporary due pass to all budget units and directed staff to bring back the final budget resolution. The attached resolution presents the budget as directed by your Board on August 17, 2021. The final budget book will be available online after today's meeting through the Kings County website under Administration section and viewable by all members of the public and staff.

**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 ADOPTING  
THE BUDGET FOR KINGS COUNTY  
FOR FISCAL YEAR 2021-2022 \_\_\_\_\_/

RESOLUTION NO. \_\_\_\_\_

WHEREAS, prior to June 30, 2021, each budget unit was filed with the County Administrative Officer itemizing the estimated anticipated revenues and the proposed expenditures in accordance with Section 29040 of the Government Code, from which a tabulation was prepared, submitted to the Board of Supervisors and approved with certain revisions, additions, or changes; and

WHEREAS, on August 6, 2021, the Board issued a public notice that it would be holding public meetings on the Fiscal Year 2021-2022 Final Budget at its regular meetings on August 17, 2021 and August 18, 2021. The Board convened and held a public hearing on the budget at its regular meeting on August 17, 2021.

NOW THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Kings County Board of Supervisors does hereby find, in accordance with Section 29089 of the California Government Code, the budget is specified as follows:

COUNTY OF KINGS – Final Budget – 2021-2022

(A) APPROPRIATIONS BY FUND:

(1) General	\$320,622,846
(2) Library	\$8,419,613
(3) Roads	\$26,200,629
(4) Fire	\$18,356,856
(5) Fish & Game	\$16,658
(6) Tribal Gaming	\$1,350,000
(7) KC Child Support	\$4,879,375
(8) Job Training Office	\$5,252,474
(9) First Five Kings County	\$2,569,312
(10) Law Library	\$155,745
(11) Accumulated Capital Outlay	\$38,032,696
(12) Public Facilities – Public Protection	\$2,466,575
(13) Public Facilities – Fire	\$99,722
(14) Public Facilities – Library	\$590,806
(15) Public Facilities – Sheriff Patrol & Inv	\$109,590
(16) Public Facilities – Animal Services	\$294
(17) Public Facilities – Administration	\$4,068
(18) Pension Obligation Bonds	\$1,476,256
(19) 2014 AB900 Jail Bonds	\$488,750

(20)	2005 Jail Bond Refunding	\$679,554
(21)	HSA Modular Building Bond	\$609,550
	TOTAL GOVERNMENTAL FUNDS	\$432,381,369

(B) THE MEANS OF FINANCING THE BUDGET REQUIREMENTS:

(1)	Unencumbered Funds 6-30-21	\$59,405,302
(2)	Estimated Revenue	\$370,187,727
(3)	Provisions for Reserves (cancellation)	\$2,788,340
	TOTAL MEANS OF FINANCING	\$432,381,369

(C) APPROPRIATION FOR CONTINGENCIES BY FUND:

(1)	General	\$15,325,687
(2)	Library	\$5,961,721
(3)	Road	\$9,934,623
(4)	Fire	\$1,707,039
(5)	Fish & Game	\$16,658
(6)	Accumulated Capital Outlay	\$2,683,429
(7)	Law Library	\$68,502
(8)	First Five Kings County	\$938,853
(9)	Child Support	\$283,746
	TOTAL CONTINGENCIES	\$36,920,258

2. That, in accordance with Section 29090 of the California Government Code, the Kings County Board of Supervisors does hereby adopt the Final Budget for Fiscal Year 2021/2022 which is incorporated herein by reference as though fully set forth.

The foregoing Resolution was adopted upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, at a regular meeting held on August 31, 2021 by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Craig Pedersen, Chairman of the Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors on August 31, 2021

\_\_\_\_\_  
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 August 31, 2021

**SUBMITTED BY:** Department of Public Health – Edward Hill/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.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 31, 2021

**SUBMITTED BY:** Administration – Larry Spikes/ Kyria Martinez  
County Counsel – Carrie Woolley/Diane Freeman

**SUBJECT:** THIRD REDISTRICTING PUBLIC HEARING

**SUMMARY:**

**Overview:**

The County will hold as part of its 2021 redistricting process five (5) public hearings to engage the public in its redistricting process. The County held its first public hearing on July 20, 2021. The County held its second public hearing on July 27, 2021. The County will hold its third public hearing on August 31, 2021.

**Recommendation:**

**Conduct a public hearing for the County's 2021 supervisorial redistricting process.**

**Fiscal Impact:**

None.

**BACKGROUND:**

The County will hold five public hearings as part of its redistricting process. The County held its first two public hearings on July 20, 2021 and July 27, 2021. The County will hold its third public hearing on August 31, 2021. At the public hearing, residents will have an opportunity to provide input on communities of interest and share how they think district boundaries should be drawn to best represent their community. Residents will also receive a redistricting overview and learn more about the mapping tools including a presentation on: (1) the redistricting process with the planned timeline for public hearings; (2) the rules and goals governing the redistricting process; (3) how to define neighborhoods; (4) how to define communities of interest; and (5) the options available for public mapping and map review. The County will provide at the hearing live Spanish language translation.

(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**

### **THIRD REDISTRICTING PUBLIC HEARING**

**August 31, 2021**

**Page 2 of 2**

Members of the community have been encouraged to participate. Notice of this public hearing will be published on the County's website [www.RedistrictKings.com](http://www.RedistrictKings.com) at least five (5) days in advance. Notice is anticipated to be formally published in the Hanford Sentinel on August 21, 2021 and August 26, 2021. It is also anticipated that the public hearing will be promoted through a press release and online social media posts the week of August 23, 2021. Flyers announcing the hearing will be posted online and distributed via email to local community groups and all others that have requested notice. Flyers will also be displayed on County facility counters. Upon conclusion of the hearing, the County will make available online recordings or written summaries of the public hearing.