



# Kings County Board of Supervisors

Kings County Government Center  
1400 W. Lacey Boulevard ❖ Hanford, California 93230  
☎ (559) 852-2362 FAX (559) 585-8047

*In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including agenda or other materials in an alternative format, please contact the Board of Supervisors Office at (559) 852-2362 (California Relay 711) by 3:00 p.m. on the Friday prior to this meeting. The Clerk of the Board will provide assistive listening devices upon request.*

## Agenda February 6, 2018

**Place:** Board of Supervisors Chambers  
Kings Government Center, Hanford, CA

<b>Chairman:</b>	Richard Valle (District 2)	<b>Staff:</b>	Rebecca Campbell, County Administrative Officer
<b>Vice Chairman:</b>	Joe Neves (District 1)		Colleen Carlson, County Counsel
<b>Board Members:</b>	Doug Verboon (District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen (District 4)		
	Richard Fagundes (District 5)		

***Please turn off cell phones and pagers, as a courtesy to those in attendance.***

- I 9:00 AM CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
INVOCATION – Sylvia Gaston – Koinonia Church  
PLEDGE OF ALLEGIANCE
- II 9:00 AM 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. Five (5) minutes are allowed for each item.*
- III 9:05 AM CONSENT CALENDAR**  
*All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.*
- A. Approval of the Minutes: January 30, 2018**
- B. Agriculture Department:**  
Consider approving an additional \$100,000 in expenditures and revenues for rodent bait mixing supplies needed to fill vertebrate bait orders due to high demand and authorize the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
- C. County Counsel:**
1. Consider making one appointment and four reappointments to the Cross Creek Flood Control District Board of Directors.
  2. Consider making three appointments to the Green Valley Water District Board of Directors.
  3. Consider making four appointments to the Angiola Water District Board of Directors.
  4. Consider making two appointments to the Tulare Lake Reclamation District #761 Board of Directors.
  5. Consider making one appointment to the W. H. Wilbur Reclamation District Board of Directors.
- D. Information Technology Department:**  
Consider declaring 19 vehicles and rolling stock as surplus and authorizing the Purchasing Manager to consign them for sale on the County's Public Surplus website page.

**CONSENT CALENDAR CONTINUED**

**E. Administration:**

Consider denying the claim for damages filed by Junero P. Agcaoili and directing County Counsel to advise the claimant of the action.

**IV**

**REGULAR AGENDA ITEMS**

**9:10 AM A. Community Development Agency – Greg Gatzka**

Monthly report of the Planning Commission’s actions from their February 5, 2018 meeting.

**9:15 AM B. Department of Finance – Rebecca Valenzuela**

Consider approving the remodel and expansion of the public service counter in the Department of Finance’s Tax/Treasure Division and authorizing the Clerk of the Board to sign the budget appropriation and transfer from. **(4/5 vote required)**

**9:20 AM C. Sheriff’s Office – David Robinson**

1. Consider approving the bid award to and authorizing the Chairman to sign an Agreement with Preferred Power Solutions Incorporated for the Flat Top Mountain electrical improvements in an amount not to exceed \$33,900 and authorizing Commander Kris Zuniga to sign any future change orders with coordination with Administration and County Counsel.
2. Consider authorizing the Sheriff to sign Agreements with Reef-Sunset Unified School District, Central Unified District, Lakeside Union Elementary School District, Armona Unified School District and Kings River Hardwick School District for School Resource Officer services provided from October 1, 2017 through June 30, 2018.

**9:25 AM D. 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

**V**

**9:30 AM E. CLOSED SESSION**

- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]  
**Negotiator: Rebecca Campbell**
  - Deputy Sheriffs’ Association
  - Unrepresented Management

**VI**

**F. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for February 6, 2018, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

February 13	9:00 AM	Regular Meeting
February 13	11:00 AM	California Public Finance Authority Regular Meeting
February 13	1:30 PM	Kings County Housing Authority Board of Directors Special Meeting
February 20	--	Regular Meeting Cancelled due to observance of President’s Day on February 19, 2018
February 27	9:00 AM	Regular Meeting
February 27	11:00 AM	California Public Finance Authority Regular Meeting
February 27	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
February 27	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
March 6	9:00 AM	Regular Meeting cancelled due to the NACo Legislative Conference in Washington, D.C. on March 3-7, 2018.

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



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## *Action Summary*

### January 30, 2018

**Place:** Board of Supervisors Chambers  
Kings Government Center, Hanford, CA

<b>Chairman:</b>	Richard Valle	(District 2)	<b>Staff:</b>	Rebecca Campbell, County Administrative Officer
<b>Vice Chairman:</b>	Joe Neves	(District 1)		Colleen Carlson, County Counsel
<b>Board Members:</b>	Doug Verboon	(District 3)		Catherine Venturella, Clerk of the Board
	Craig Pedersen	(District 4)		
	Richard Fagundes	(District 5)		

*Please turn off cell phones and pagers, as a courtesy to those in attendance.*

#### **I B 1** CALL TO ORDER

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

#### **II B 2** 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. Five (5) minutes are allowed for each item.*

**Eunice Rosas, Hanford Cow Run event coordinator invited the Board to participate on February 4, 2018 and thanked them for their support of the event. She stated that the event had 530 register participants already.**

**Paula Massey, Women with Visions Unlimited & Kings County Black History Committee invited the Board to the Black History Celebration event on February 24, 2018 at the Hanford Civic Auditorium from 6:00 p.m. to 8:30 p.m.**

**Carolyn Hudgins, Women with Visions Unlimited & Kings County Black History Committee invited the Board to help sponsor or advertise at the Black History Celebration and submitted information on the costs.**

#### **III B 3** EMPLOYEE RECOGNITION – Rebecca Campbell/David Robinson

Presentation of plaques to David Calhoun, Deputy Sheriff School Resource Officer, Sheriff's Office, for being selected as Outstanding Employee of the 3rd Quarter, 2017 and to Clint Vick, Deputy Sheriff, Sheriff's Office, for being selected as Outstanding Employee of the 4<sup>th</sup> Quarter, 2017.

**ACTION: INFORMATION ONLY**

**CONSENT CALENDAR**

*All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.*

**A. Approval of the Minutes: January 23, 2018**

**B. Agriculture Department:**

1. Consider authorizing the Chairman to sign the Cooperative Agreement with the California Department of Food and Agriculture for Asian Citrus Psyllid bulk citrus program. [Agmt 18-008]
2. Consider authorizing the Chairman to sign an Agreement with the California Agricultural Commissioners and Sealers Association for Fiscal Year 2017/2018 for the Pesticide Use Report Data Entry Program. [Agmt 18-009]

**C. Behavioral Health Department:**

Consider authorizing out of state travel for Jenny Chalifoux, Quality Assurance Manager, to attend the Managed Care Compliance Conference in Scottsdale, Arizona on February 11-14, 2018.

**D. Sheriff's Office:**

Consider authorizing out of state travel for Investigator Elizabeth Cisneros to attend the Drug Enforcement Agency Academy in Quantico, Virginia for the Task Force Officer School on March 4-10, 2018.

**E. Human Services Agency:**

Consider authorizing the Chairman to sign the renewal Agreements with the Kings/Tulare Agency on Aging and the Kings County Commission on Aging for Fiscal Year 2017/2018 for Senior Services. [Agmt 18-010, 18-011]

**F. Public Works:**

1. Consider approving the purchase of a heat pump unit for the Sheriff's Records office and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
2. Consider approving the encroachment permit for the use of County roadways for the Third Annual Cow Run and waiving the encroachment permit fee.

**ACTION: CONSENT CALENDAR APPROVED AS PRESENTED (CP/DV/JN/RF/RV-Aye)**

**V**

**REGULAR AGENDA ITEMS**

**B 5**

**A. Human Resources Department – Leslie McCormick Wilson**

Consider authorizing the Human Resources Director and designated staff to sign an Agreement with the Firefighters' Association that ends on January 31, 2019, approving a four range salary increase for the Assistant Fire Chief classification from salary range 256.0 (\$7,680 - \$9,370) to salary range 260.0 (\$7,992 - \$9,752) and approving a salary increase for the Fire Chief classification from \$10,715 per month to \$11,289 per month, with no change in salary band.

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

**B 6**

**B. Human Services Agency – Sanja Bugay/Wendy Osikafo  
Probation Department – Kelly Zuniga/Kimberly Rankin**

Consider authorizing the Human Services Agency Director and the Chief Probation Officer to sign the Memorandum of Understanding with the Kings County Office of Education for foster youth demographic data sharing.

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

**B 7**

**C. Public Works Department – Kevin McAlister**

1. Consider approving Tony Lemus' request for complete closure of Hickey Park on April 20-21, 2018 for a special event, authorizing the Public Works Director to sign the special use Agreement with Tony Lemus and to approve non-substantive changes to the Agreement, including date changes, with the concurrence of County Counsel.

**ACTION: APPROVED AS AMENDED TO CHANGE THE DATES OF THE EVENT TO APRIL 21-22, 2018 (RF/DV/JN/CP/RV-Aye)**

2. Consider approving the plans and specifications and authorizing the Public Works Department to advertise the 18<sup>th</sup> and Jersey Avenues Overlay project.

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

**B 8**

**D. Sheriff's Office – David Robinson/Robert Thayer**

1. Presentation of the Prison Inmate Welfare Fund report of revenue and expenditures for Fiscal Year 2016/2017.

**INFORMATION ONLY - NOA**

2. Consider approving Change Order No. 1 with Motorola Solutions Incorporated for the Simulcast Project and retroactively authorizing Commander Kris Zuniga to sign the Change Order, dated December 13, 2017 and authorizing Commander Kris Zuniga to sign any future change orders with Motorola Solutions Incorporated for the Simulcast Project with coordination from Administration and County Counsel.

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

**B 9**

**E. Administration – Rebecca Campbell**

Consider approving the Board Committee Assignments for 2018.

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

**B 10**

**F. 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 Fagundes stated that he attended the Health Department employee recognition luncheon on January 24, 2018 and attended a meeting with the Grand Jury on January 25, 2018.**

**Supervisor Neves stated that he attended the Health Department employee recognition luncheon, the Kings County Area Public Transit Agency and Kings County Association of Governments meetings on January 24, 2018, cooked for the Project Homeless connect event in Hanford on January 25, 2018, attended the Tachi Palace Community breakfast on January 26, 2018, continues to announce basketball at West Hills College and was a judge for the Academic Decathlon at Hanford High School on January 27, 2018 and will be a Proctor at the event on February 3, 2018.**

**Supervisor Valle stated that he met with on January 23, 2018 that he met with Steve Brandt, Quad Knoff and Greg Gatzka, Community Development Director to see first hand and make a video of people crossing at the roundabout at Highway 43 and Lacey Boulevard to include in the response to Caltrans proposal of a roundabout for the Kettleman City Smart Growth State Route 41 Corridor Improvement Plan.**

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **Rebecca Campbell** stated that the **Hanford & Lemoore Chamber of Commerce** will hold a ribbon cutting for the new **Home2Suites by Hilton** on **February 2, 2018**, the **Hanford Rotary Crab Feed** at **Hanford Civic Auditorium** on **February 3, 2018** at **6:00 p.m.**, **Kings County Office of Education Athletic Decathlon** at **Hanford High** on **February 3, 2018**, **Corcoran Chamber of Commerce Annual banquet** will be held on **February 7, 2018** at **5:30 p.m.**, **Champions 10 year anniversary of Hannah’s House** on **February 22, 2018** from **11:00 a.m. to 1:00 p.m.**, **Tachi Palace Community breakfast** to benefit **Kings Commission on Aging** on **February 23, 2018**, **Adventist Health Mixer** will be held on **February 22, 2018** from **5:30 p.m. to 7:30 p.m.** at the **Savemart/Kmart Shopping center** in **Lemoore**, **Kings Players presents “Too Soon for Daisies”** on multiple dates in **February and March, 2018**, **Lions Clubs** will be going to **Ensenada** for three days and is collecting eye glasses, especially youth sizes and boxes to donate are in the **Administration office** and the **Cooperative Extension Office**, the **Behavioral Health Administration** and other organizations will hold the **“Kids in the Cabinet and Beyond”** event on **March 8, 2018** from **9:00 a.m. to 2:00 p.m.** at **Koinonia Church** and the **Black History celebration** will be held on **February 24, 2018** from **6:00 p.m. to 8:00 p.m.** at the **Hanford Civic Auditorium**.
- ◆ Information on Future Agenda Items: **Rebecca Campbell** stated that the following items would be on a future agenda: **Agriculture Department increase in appropriation for rodent bait mixing supplies**, **Community Development Agency monthly report of Planning Commission actions**, **Sheriff’s Department Student Resource Officer Agreements with various school districts**, **Information Technology Purchasing Division Fleet Surplus vehicles and rolling stock**, **Administration 2018 State and Federal Legislative Platform study session**, **Trust Act forum on requirements for cooperation with Immigration and Customs Enforcement (ICE)**, **Jail Phase III project contract modification for additional services and modification of the Kings Economic Development Corporation agreement with the County**.

**VI B 11**

**G. CLOSED SESSION**

- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]  
**Negotiator: Rebecca Campbell**
  - **Deputy Sheriffs’ Association**
  - **Unrepresented Management**

**REPORT OUT:** **Rebecca Campbell, County Administrative Officer** stated that the **Board** took no reportable action in closed session today.

**VII B 12**

**H. PUBLIC HEARING**

**Administration – Rebecca Campbell**

**California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing or refinancing the acquisition and rehabilitation of Bigby Villa Apartments. [Reso 18-002] **Supervisor Valle** opened the public hearing, no testimony was received and the public hearing was closed.

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

- B 13**      **I. PUBLIC HEARING**  
**Administration – Rebecca Campbell**  
**California Public Finance Authority – Caitlin Lanctot**  
Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing or refinancing the acquisition and rehabilitation of The Greenery Apartments.  
**[Reso 18-003]**  
**Supervisor Valle opened the public hearing, no testimony was received and the public hearing was closed.**  
**ACTION: APPROVED AS PRESENTED (RF/JN/DV/CP/RV-Aye)**
- B 14**      **J. PUBLIC HEARING**  
**Administration – Rebecca Campbell**  
**California Public Finance Authority – Caitlin Lanctot**  
Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing or refinancing the acquisition and rehabilitation of The Plaza Senior Apartments.  
**[Reso 18-004]**  
**Supervisor Valle opened the public hearing, no testimony was received and the public hearing was closed.**  
**ACTION: APPROVED AS PRESENTED (DV/RF/JNCP/RV-Aye)**
- B 15**      **K. PUBLIC HEARING**  
**Administration – Rebecca Campbell**  
**California Public Finance Authority – Caitlin Lanctot**  
Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing or refinancing the acquisition and rehabilitation of Westgate Gardens Apartments.  
**[Reso 18-005]**  
**Supervisor Valle opened the public hearing, no testimony was received and the public hearing was closed.**  
**ACTION: APPROVED AS PRESENTED (RF/DV/JN/CP/RV-Aye)**
- B 16**      **L. PUBLIC HEARING**  
**Administration – Rebecca Campbell**  
**California Public Finance Authority – Caitlin Lanctot**  
Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for financing or refinancing the acquisition and construction of St. Anton ECR Apartments.  
**[Reso 18-006]**  
**Supervisor Valle opened the public hearing, no testimony was received and the public hearing was closed.**  
**ACTION: APPROVED AS PRESENTED (CP/JN/DV/RF/RV-Aye)**

**VIII B 17 M. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for February 6, 2018, at 9:00 a.m.

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

***FUTURE MEETINGS AND EVENTS***

February 6	9:00 AM	Regular Meeting
February 13	9:00 AM	Regular Meeting
February 13	11:00 AM	California Public Finance Authority Regular Meeting
February 20	--	Regular Meeting Cancelled due to observance of President's Day on February 19, 2018
February 27	9:00 AM	Regular Meeting
February 27	11:00 AM	California Public Finance Authority Regular Meeting
February 27	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
February 27	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
March 6	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 February 6, 2018

**SUBMITTED BY:** Agriculture Department – Jimmy Hook/Steve Schweizer

**SUBJECT:** APPROPRIATION INCREASE FOR RODENT BAIT MIXING SUPPLIES

**SUMMARY:**

**Overview:**

Vertebrate bait sales have depleted the department's agricultural services and supplies expenditure line item, and additional supplies are needed to fill orders.

**Recommendation:**

1. Approve the additional \$100,000 in expenditures and revenues for the rodent bait mixing supplies needed to fill vertebrate bait orders due to high demand; and
2. Authorize the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 Vote required)

**Fiscal Impact:**

Expenditure will be offset by revenue from bait sales in FY 2017/18. Expenditures of \$100,000 will be added to the current FY 2017/18 budget unit 260000 in 82210000 (Ag Services and Supplies) and matching revenue added to 81700040 (Other Sales).

**BACKGROUND:**

Vertebrate bait sales are greater than anticipated for Fiscal Year 2017/18, and as a result additional bait mixing supplies are needed to ensure an adequate inventory is maintained for the remainder of this fiscal year. Revenue generated from bait sales will reimburse the General Fund for this appropriation in this current fiscal year.

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

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 February 6, 2018

**SUBMITTED BY:** County Counsel - Colleen Carlson/Diane Walker Freeman  
**SUBJECT:** APPOINTMENT OF TRUSTEES TO THE CROSS CREEK FLOOD CONTROL DISTRICT

**SUMMARY:**

**Overview:**

Under Section 6 of Act 9178 of the Flood Control, etc., District Law, Uncodified Acts of the California Water Code, the Trustees of the Cross Creek Flood Control District (“District”) shall be appointed by the Board of Supervisors. The four year term of office of the Trustees of the District expires this month making appointments and reappointments by the Board of Supervisors necessary.

**Recommendation:**

**Appoint Joe Faulkner and reappoint Michael Boyett, Erik Hansen, Peter Rietkerk and Jimmy George as Trustees of the Cross Creek Flood Control District.**

**Fiscal Impact:**

None.

**BACKGROUND:**

The four year term of office of the Trustees of the District is expiring this month. At the meeting of the District held on December 11, 2017, Trustee Troy VanVelson resigned. Joe Faulkner is a landowner residing in the District and has expressed an interest in serving as a trustee of the District. The remaining Trustees have expressed an interest in continuing to serve on the Board. The District Board supports and requests these appointments to fill the vacancies.

2018-7-121 [162448]

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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Catherine Venturella, Clerk of the Board of Supervisors

## AGENDA ITEM February 6, 2018

**SUBMITTED BY:** County Counsel – Colleen Carlson/Diane Walker Freeman  
**SUBJECT:** APPOINTMENT OF DIRECTORS IN LIEU OF ELECTION TO THE GREEN VALLEY WATER DISTRICT

**SUMMARY:**

**Overview:**

The Green Valley Water District (“District”) has provided a letter requesting the Kings County Board of Supervisors appoint members to its Boards of Directors in lieu of election under the provisions of Elections Code section 10515 (formerly Election Code § 23520).

**Recommendation:**

**Appoint Ted Page, Cameron Hewitson, and Steve Jackson as Directors of the Green Valley Water District.**

**Fiscal Impact:**

None.

**BACKGROUND:**

The Green Valley Water District has requested that the Kings County Board of Supervisors appoint Ted Page, Cameron Hewitson, and Steve Jackson as Directors in lieu of election. Under the provisions of Elections Code Section 10515, if the number of persons who have filed a declaration of candidacy for director does not exceed the number of offices to be filled, the Board of Supervisors may make the appointment of the candidate in lieu of holding the election.

2017-7-1202 [153417]

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

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 February 6, 2018

**SUBMITTED BY:** County Counsel – Colleen Carlson/Diane Walker Freeman  
**SUBJECT:** APPOINTMENT OF DIRECTORS IN LIEU OF ELECTION TO THE ANGIOLA WATER DISTRICT

**SUMMARY:**

**Overview:**

The Angiola Water District has requested the Kings County Board of Supervisors appoint members to its Boards of Directors in lieu of election under the provisions of Elections Code section 10515 (formerly Election Code § 23520).

**Recommendation:**

**Appoint Dick VanderHam, Chris McCarthy, R. Patrick McCarthy, and R. L. Schafer as Directors of the Angiola Water District.**

**Fiscal Impact:**

None.

**BACKGROUND:**

The Angiola Water District has requested that the Kings County Board of Supervisors appoint Dick VanderHam, Chris McCarthy, R. Patrick McCarthy, and R. L. Schafer to its Board of Directors. Under Elections Code section 10515, if the number of persons who have filed a declaration of candidacy for director does not exceed the number of offices to be filled, the Board of Supervisors may make the appointment of the candidate in lieu of holding the election. The Angiola Water district has certified that the requirements for appointment under Elections Code section 10515 have been met.

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

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 February 6, 2018

**SUBMITTED BY:** County Counsel - Colleen Carlson/Diane Walker Freeman  
**SUBJECT:** APPOINTMENT OF DIRECTORS TO THE TULARE LAKE  
RECLAMATION DISTRICT #761

**SUMMARY:**

**Overview:**

Pursuant to Government Code section 1780(h)(1), the Kings County Board of Supervisors (“Board”) has the authority to fill the vacancies by appointment when the asking entity lacks a quorum to conduct business. The Tulare Lake Reclamation District #761 (“District”) hereby requests that the Board fill two vacancies in order to achieve a quorum.

**Recommendation:**

**Appoint Steven Jackson and Michael Nordstrom as directors of the Tulare Lake Reclamation District #761 in order to achieve a quorum.**

**Fiscal Impact:**

None.

**BACKGROUND:**

The District currently has four vacancies. Without these appointments, the District will not have a quorum and would not be able to conduct business. The district plans to fill the two remaining vacancies by election in 2018. The District hereby requests your Board to appoint Steven Jackson and Michael Nordstrom as directors of the Tulare Lake Reclamation District #761.

2018- 7-117 [162405]

**BOARD ACTION :**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

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 February 6, 2018

**SUBMITTED BY:** Colleen Carlson, County Counsel/Diane Walker Freeman

**SUBJECT:** APPOINTMENT OF A DIRECTOR TO THE W. H. WILBUR  
RECLAMATION DISTRICT #825

**SUMMARY:**

**Overview:**

Pursuant to Government Code section 1780(h), the Kings County Board of Supervisors (“Board”) has the authority to fill vacancies by appointment when the asking entity lacks a quorum to conduct business. The W. H. Wilbur Reclamation District #825 (“District”) hereby requests that the Board fill one such vacancy in order to achieve a quorum.

**Recommendation:**

**Appoint Steven Jackson to the Board of Directors of the W. H. Wilbur Reclamation District #825 in order to achieve a quorum.**

**Fiscal Impact:**

None

**BACKGROUND:**

A letter from the General Manager of the District indicates there are two vacancies on the District Board of Directors. Pursuant to Government Code section 1780(h), he is requesting the appointment of Steven Jackson to fill the vacant seat to reestablish a board quorum in order to transact business and fill other vacancies. The District plans to fill the remaining vacancy by election in 2018.

2018-7-119 [162436]

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

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 February 6, 2018

**SUBMITTED BY:** Information Technology – John Devlin/Dan Willhite  
**SUBJECT:** FLEET SURPLUS VEHICLES AND ROLLING STOCK  
**SUMMARY:**

**Overview:**

Historically, County of Kings' surplus vehicles and rolling stock have been offered for sale at public auction. The County currently has an account with Public Surplus Online Auction Co. (Public Service) and there are some vehicles to offer for sale at this time.

**Recommendation:**

- 1) **Declare 19 vehicles and rolling stock listed surplus; and**
- 2) **Authorize the Purchasing Manager to consign them for sale on Public Surplus' website.**

**Fiscal Impact**

Revenues from the sale of fixed assets were anticipated and included in the County budget for FY 2017-2018. Revenues from the sale of these items will be deposited into Fund 2500 (Fleet Management).

**BACKGROUND:**

The County Shop has 18 vehicles and 1 trailer (toy hauler), which have been taken out of service. These are listed on the attached sheet and are eligible to be determined as "surplus" and offered at auction at this time. A nine percent charge to the winning bidder is paid to Public Surplus for their services; the remaining balance goes to the Fleet Management fund, which in turn helps fund future vehicle and other rolling stock purchases. These vehicles will be announced as available for auction in several ways, including a County of Kings internal email blast and a link provided on the County of Kings internet home page.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

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

# Agenda Item

## FLEET SURPLUS VEHICLES AND ROLLING STOCK

Date: February 6, 2018

Page 2 of 2

EQUIPMENT #	SERIAL #	YEAR	MAKE	MODEL	MILEAGE	REASON SELLING
51207	4V2JCBJE8MR811934	1991	VOLVO GM	WG64	211990+	AGE, MILEAGE, EMISSIONS
52015	1FTPF27M7WKA84803	1997	FORD	F250 CNG	109982	AGE, MILEAGE, FUEL TANK OUT OF DATE
52121	2B4JB25Y4XK558061	1999	DODGE	RAM WAGON	127059	AGE, MILEAGE, WON'T PASS SMOG, ENGINE PROBLEMS
52528	1FAFP5226YG153010	2000	FORD	TAURUS	90885	AGE, MILEAGE
52717	4xttn21242c136397	2006	THOR	TOY HAULER	N/A	AGE
52753	2GCEK13T551354796	2005	CHEVROLET	SILVERADO 1500 Z71	201569	AGE, MILEAGE, REAR END MAKING NOISE
52838	2FAHP71W06X105003	2006	FORD	CROWN VICTORIA	141947	AGE, MILEAGE
52839	2FAHP71W26X105004	2006	FORD	CROWN VICTORIA	141956	AGE, MILEAGE, FUEL METER NOT WORKING
52850	2FAFP71W16X123968	2006	FORD	CROWN VICTORIA	130908	AGE, MILEAGE, ENGINE PROBLEMS
52866	2FAFP71W26X114549	2006	FORD	CROWN VICTORIA	140921	AGE, MILEAGE, TRANSMISSION NOT WORKING
52867	2FAHP71W06X114574	2006	FORD	CROWN VICTORIA	133936	AGE, MILEAGE
52869	2FAHP71W57X115284	2007	FORD	CROWN VICTORIA	153779	AGE, MILEAGE
52884	2FAFP71V28X139266	2008	FORD	CROWN VICTORIA	142302	AGE, MILEAGE
52885	2FAFP71V58X139259	2008	FORD	CROWN VICTORIA	154231	AGE, MILEAGE
52954	4T1BE46KX7U026095	2007	TOYOTA	CAMRY	102286	AGE, MILEAGE
52965	4T1BE46K87U035085	2007	TOYOTA	CAMRY	40207	WRECKED,
52970	4T1BB46K77U006444	2007	TOYOTA	CAMRY HYBRID	149140	A/C EVAPORATOR BAD, AGE, MILEAGE
52971	JTNBB46K373027975	2007	TOYOTA	CAMRY HYBRID	138603	AGE, MILEAGE
56008	JA4MW51R32J053793	2002	MINISUBISHI	MONTERO	110609	AGE, MILEAGE, TRANSMISSION MAKING NOISE





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM February 6, 2018

**SUBMITTED BY:** Administration – Rebecca Campbell/Sande Huddleston

**SUBJECT:** DENY CLAIM FOR DAMAGES FOR JUNERO P. AGCAOILI

### **SUMMARY:**

#### **Overview:**

Claim for Damages are received by the Board of Supervisors and reviewed by the Risk Manager, as well as County Counsel. Their recommendation is brought before your Board for your consideration.

#### **Recommendation:**

**Deny the Claim for Damages filed by Junero P. Agcaoili and direct County Counsel to advise the claimant of your action.**

#### **Fiscal Impact:**

None with this action.

### **BACKGROUND:**

On December 15, 2017, a claim for damages was filed by Junero P. Agcaoili, claiming The Kings County Department of Child Support Services illegally garnished his Veteran's disability payments for delinquent child support obligations. He was notified of the levy on his bank account. His remedy was to take legal action within a designated time. Time lapsed and the funds held in his account were dispersed to the California State Disbursement Unit, and then to the custodial parent. He is requesting the full amount be returned to him. Neither the State of California, nor the County of Kings maintains the money received via the bank levy. Upon receipt of the Claim for Damages, the County Counsel's office investigated the allegations made by the Claimant and determined that pursuant to Government Code section 912.6, the Claim is without merit.

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

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 February 6, 2018

**SUBMITTED BY:** Community Development Agency – Greg Gatzka

**SUBJECT:** MONTHLY REPORT TO THE BOARD OF THE PLANNING COMMISSION'S  
ACTIONS

**SUMMARY:**

**Overview:**

Monthly report of the Planning Commission's actions.

**Recommendation:**

**Information only. No formal action required.**

**Fiscal Impact:**

None

**BACKGROUND:**

At their regular meeting held Monday, February 5, 2018, the Kings County Planning Commission reviewed the following:

**ACTIONS AS THE PLANNING COMMISSION**

**Conditional Use Permit No. 17-09 (SAC WIRELESS - VERIZON)** – The Commission considered a proposal to establish a 150 lattice wireless communication facility with a fenced lease area for ground equipment located approximately one mile north of the Kings/Kern County line and one-quarter mile west of Interstate 5, Kettleman City, CA, Assessor's Parcel Number 048-370-024.

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018

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 February 6, 2018

**SUBMITTED BY:** Department of Finance – Rebecca Valenzuela

**SUBJECT:** TAX/TREASURY DIVISION FRONT COUNTER REMODEL

**SUMMARY:**

**Overview:**

The County Department of Finance is requesting approval to increase revenues and expenses in the Accumulative Capital Outlay fund in the Fiscal Year 2017/2018 adopted budget to pay for the costs of remodeling and expanding the Tax/Treasury Division's front counter.

**Recommendation:**

- 1) Approve the remodel and expansion of the public service counter in the Department of Finance's Tax/ Treasury Division; and
- 2) Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer Form. (4/5 vote required)

**Fiscal Impact:**

There is no impact to the General Fund. The cost to remodel and expand the Tax/Treasury customer service counter will be approximately \$128,000. The Tax Counter Remodel will be added to the Capital Outlay Budget Unit 700000 in Account 82420110. There will be a revenue transfer in from the Department of Finance's special revenue fund number 4659 – Tax sale Excess Proceeds to offset the total cost of the project.

**BACKGROUND:**

The County's Tax Counter is in dire need of updating. The existing counter is the original from 1978, and was designed to accommodate both Tax and Treasury customers. The County has grown considerably in the past forty years, and there is no longer room to efficiently service the needs of both Treasury depositors and Tax payers at the existing counter. Finance staff met with Public Works and developed a plan to replace the existing

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk of the Board

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

## **Agenda Item**

### **TAX/TREASURY DIVISION FRONT COUNTER REMODEL**

**February 6, 2018**

**Page 2 of 2**

counter with ergonomically correct workstations and a more customer friendly counter to service only Tax customers. A separate area will be constructed and designated for Treasury transactions. This segregation will allow for more tax windows available to serve the public, as well as a more secure cash handling environment for Treasury depositors. The funding will come from Tax Sale Excess Proceeds. These are unclaimed funds from annual tax sales and are designated to improve tax collection services. Approval to move forward with the project and the budget transfer is requested.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM February 6, 2018

**SUBMITTED BY:** Sheriff's Office- David Robinson/Kris Zuniga

**SUBJECT:** AWARD BID FOR FLAT TOP MOUNTAIN ELECTRICAL IMPROVEMENTS

**SUMMARY:**

**Overview:**

Your Board approved, in the Fiscal Year 2017/2018 budget year, the purchase and installation of a Simulcast Radio Communication system. The simulcast radio communication system has two major components: the Motorola Simulcast system and the Flat Top Mountain communication shelter. The communication shelter is the prime site for the Simulcast system. The Sheriff's Office requests your Boards approval to award the lowest responsible bidder for the electrical improvements at the communication shelter.

**Recommendation:**

- 1) Authorize the Chairman of the Board to sign the agreement with Preferred Power Solutions Incorporated for the Flat Top Mountain Electrical Improvements; and
- 2) Authorize Commander Kris Zuniga to sign any future change orders with Preferred Power Solutions Incorporated with coordination from Administration and County Counsel.

**Fiscal Impact:**

The simulcast project is budgeted in Fiscal Year 2017/2018 in the Capital Outlay Budget Unit 700000, Account 82440532. The cost for the improvement with Preferred Power Solution Inc. is \$33,900.

**BACKGROUND:**

The current Flat Top Mountain Communication Shelter was built in 1957 by the Kings County Jail inmates. The shelter was made of cinder blocks which over the years have cracked. With the cracks and condition of the current shelter, snakes and other small rodents access the building where they build nests and alter the antenna cables. The current shelter is also not air-conditioned which can potentially harm equipment during the hot summers.

The Kings County Sheriff Office was able to purchase a fiber bond shelter in the amount of \$12,930. This new

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **AWARD BID FOR FLAT TOP MOUNTAIN ELECTRICAL IMPROVEMENTS**

**February 6, 2018**

**Page 2 of 2**

shelter is a self contained structure that will with stand 100 mile per hour winds and is a two hour fire rated shelter. The new shelter has an eight inch concrete floor which allows for no snakes or rodents to gain access. The shelter also has two air conditioners. The shelter was purchased within the savings from the Simulcast total budget.

This entire shelter project requires an electrical company to disconnect the current power at the project site and relocate power meters. Once the new shelter is installed the electrical company will re-install the power to the new shelter.

On November 29, 2017 a notice to contractors was sent out for potential bidders for the Flat Top Mountain Electrical Improvements project. A mandatory pre-bid conference was held on December 11, 2017 where potential contractors walked the site location. Three responses were received. Preferred Power Solutions, Inc. (PPS) was the lowest bidder.

On January 30, 2018, your Board approved a change order with Motorola Solutions Incorporated for an \$83,304 savings. From this savings, the Sheriffs Office will use the funds for the electrical work at the new Flat Top Mountain communication shelter.

Kings County Sheriff staff will remove the current communications equipment located at the existing communication shelter and relocate to a temporary shelter as to not disrupt current public safety radio communications.

The existing shelter will be demolished by County Public Works staff. The San Joaquin Valley Unified Air Pollution Control District has reviewed and approved the demolition project.

The Flat Top Mountain Electrical improvement project is to be completed by Fall 2018.

SECTION 00 52 13  
CONSTRUCTION AGREEMENT  
for  
**FLAT TOP MOUNTAIN ELECTRICAL IMPROVEMENTS**

THIS AGREEMENT, made and entered into this 1st day of February, 2018, by and between the County of Kings, hereinafter referred to as "Owner," and Preferred Power Solutions, hereinafter referred to as "Contractor."

That the parties hereto, for and in consideration of the covenants, promises, and agreements to be made, kept and performed as hereinafter set forth, do agree as follows:

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The complete Contract between the Owner and the Contractor shall consist of the following Contract Documents: the Invitation, Bid, and Award Form, the Bonds, the Accepted Bid Proposal, all Addenda, this Construction Agreement, the General Conditions, Notice of Award, Notice to Proceed, Change Orders, Notice of Substantial Completion, Notice of Completion, and modifications incorporated in those documents. These documents are intended to supplement one another. A complete listing of the Contract Documents can be found in Article 9.

**ARTICLE 2**  
**THE WORK**

The Contractor agrees to furnish at its own cost and expense, all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation, and services necessary to complete the construction of the **Flat Top Mountain Electrical Improvements** in strict accordance with the Contract Documents. All such work shall be completed in a good and workmanlike manner.

**ARTICLE 3**  
**TIME FOR COMPLETION:**

**3.1** For the purpose of determining the contract completion date, the date of commencement shall be ten (10) calendar days after the mailing of the written Notice to Proceed, or, if no such written Notice to Proceed is issued, 10 calendar days from the date of this Agreement.

**3.2** The Work shall be commenced on the date provided for in Paragraph 3.1, and shall be diligently pursued by the Contractor and completed not later than **365 calendar days** from the date of commencement.

**ARTICLE 4**  
**THE CONTRACT PAYMENT**

**4.1** In consideration of the covenants, agreements, and promises on the part of the Contractor contained in the Contract Documents, the strict and literal fulfillment of each and every such covenant, agreement, and promise, and as compensation agreed upon for the erection, construction, and completion of the said work as described in Article 1 hereof in strict accordance with the Plans and Specifications therefore, the Owner agrees to pay and cause to be paid to the Contractor the Contract Sum of **\$ 33,900 .00**, lawful money of the United States, subject to any additions or deductions as provided in the Contract Documents.

**ARTICLE 5**  
**PROGRESS PAYMENTS**

**5.1** Applications for Payment shall be submitted monthly in a timely manner by the Contractor on or before the date mutually agreed upon by the Owner and Contractor unless otherwise provided for in the contract documents or specifications. The form shall be approved by the Owner.

**5.2** Progress Payments shall be made once each month, on or about a date to be determined by the Owner. The amount shall be based on the percentage of each portion of work completed at the end of the month covered by the Application of Payment. Payment of undisputed contract amounts (progress payments) is contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

**5.3** The progress payment amount shall be adjusted as set forth in Article 6 of the General Conditions. This includes, but is not limited to, the withholding of liquidated damages, if any, in the event the Contractor's schedule updates show a delay of fourteen (14) calendar days or more to the originally scheduled or mutually agreed upon completion date. The release of liquidated damages being withheld shall occur when the Owner receives and accepts a recovery schedule from the Contractor that shows compliance with the original completion date or another date acceptable to the Owner.

## **ARTICLE 6 FINAL PAYMENT**

**6.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when: 1) the Contract has been fully performed by the Contractor; and 2) a final Certificate for Payment has been issued by the Inspector. Such final payment shall be made by the Owner not more than 60 days after the recording of the Notice of Completion.

**6.2** Pursuant to Section 7201 of the Public Contract Code, retention proceeds withheld by Owner from any payment, except in the event of a dispute as provided in Section 7107 of the Public Contract Code, shall not exceed 5% of the payment. In no event shall Owner withhold retention proceeds in excess of 5% of the contract price, unless Owner's governing body, or its designee, prior to going to bid, held a public hearing during which the Project was declared substantially complex as defined in Section 7201 of the Public Contract Code. Contractor and any and all subcontractors, of whatever tier, shall be bound by these restrictions on the amount of retention proceeds withheld from any payments and shall have the limitations of Section 7201 of the Public Contract Code included in any contracts concerning any work in connection with this agreement.

**6.2** Pursuant to Public Contract Code Section 7107, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed 150 percent of the amount in dispute. Except as so withheld, the Owner shall release any retention proceeds withheld within 60 days after the date of completion of the work of improvement, as defined in Public Contract Code Section 7107. In the event retention payments are not made within the time periods required by Public Contract Code Section 7107, the Owner shall be subject to the interest payment provisions of Public Contract Code Section 7107.

## **ARTICLE 7 MISCELLANEOUS**

**7.1** Liquidated Damages shall be imposed upon the Contractor should the Contractor fail to complete this contract and the work provided herein within the time fixed for such completion or as otherwise provided in the contract documents, plans, or specifications. The Contractor shall also become liable to the Owner for all loss and damage which the latter may suffer on account of any other basis. As provided in Section 5.3, above, Owner reserves the right to withhold payment of amounts expected to be withheld as liquidated damages from any progress payments in the event Contractor's schedule shows a delay in completion as specified above.

**7.2** IT IS HEREBY FURTHER AGREED that in case the Contractor does not complete the work within the days as herein provided, for reasons or causes other than those provided for in the Contract Documents hereof, the Owner will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of work to be completed, the current and future uses of facilities and premises that will be affected by a delay to the completion of the work, the disarrangement of premises and facilities during the work, and the additional cost and difficulty of using disarranged, alternative, or temporary facilities necessitated by any delay to the completion of the work, the parties agree that a reasonable amount of damages resulting from such a breach, if any, will be \$250.00 per calendar day. The parties further understand and agree that the withholding of this amount, if necessary, will constitute the payment of liquidated damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement due to the nature of the work to be



performed and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due to Contractor under this contract, whether from a progress payment or final payment amount due to Contractor.

7.3 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those Conditions.

**ARTICLE 8**  
**TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 10 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 10 of the General Conditions.

**ARTICLE 9**  
**ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed standard form of Construction Agreement.

9.1.2 The General Conditions are the General Conditions dated January 2018.

9.1.3 The Scope of Work included in the Invitation, Bid, and Award Form.

9.1.4 Addenda Nos. 1 and 2 to the Invitation, Bid, and Award Form.

9.1.5 Other documents, if any, forming part of the Contract Documents are as follows: those documents listed in Article 1 of the Agreement.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed by the Chairman of the Board of Supervisors and the Contractor has executed this Agreement on the day and year first above written.

\_\_\_\_\_ OWNER: County of Kings

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

Preferred Power Solutions, Inc. \_\_\_\_\_ CONTRACTORS:

Karen Cleveland \_\_\_\_\_ By:

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

NOTE: If the Contractor executing this contract is a corporation, a certified copy of the By-Laws, or of the Resolution of the Board of Directors, authorizing the officers of said corporation to execute the contract and the bonds required thereby must be annexed thereto.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM February 6, 2018

**SUBMITTED BY:** Sheriff's Office – David Robinson/Dave Putnam

**SUBJECT:** AGREEMENTS WITH PARTNERING SCHOOL DISTRICTS FOR SCHOOL RESOURCE OFFICER SERVICES

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office requests authorization for Sheriff Robinson to sign Agreements with Reef-Sunset Unified School District, Central Unified School District, Lakeside Union Elementary School District, Armona Unified School District, and Kings River Hardwick School Districts for School Resource Officer Services.

**Recommendation:**

Authorize the Sheriff to sign Agreements with Reef-Sunset Unified School District, Central Unified School District, Lakeside Union Elementary School District, Armona Unified School District, and Kings River Hardwick School Districts for School Resource Officer Services provided from October 1, 2017 through June 30, 2018.

**Fiscal Impact:**

There is a County cost of approximately \$162,536 for the current Fiscal Year 17/18. It is proposed to use Salary Savings to fund the positions. The Sheriff's Office and each participating School District have agreed to share the cost for the Salary and Benefits of the School Resource Officer positions. The Sheriff's Office will cover all costs for vehicle maintenance, equipment, communication, and training expenses (estimated to \$13,500 per position) from the Sheriff's Operations Budget Unit 222000. In future years the impact to the General Fund will be approximately \$163,000. See the attached spreadsheet for a detail of costs and revenue.

**BACKGROUND:**

In Fiscal Year 2008/2009 there were 3.0 Full Time Employees (FTE) Deputy Sheriff positions that were frozen

**(Cont'd)**

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2018.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **AGREEMENTS WITH PARTNERING SCHOOL DISTRICTS FOR SCHOOL RESOURCE OFFICER SERVICES**

**February 6, 2018**

**Page 2 of 2**

due to the recession. The County was able to refund the positions in 2013 because of the Community Oriented Policing Services (COPS) Hiring Program Grant.

In 2013, your Board approved the Sheriff's Office to apply for the COPS Grant. The County received the COPS grant and employed 4 School Resource Officer (SRO) positions. The grant ended in June 2017. The County reapplied for the COPS grant and did not receive the COPS grant award. Only 8 out of the 179 applications were awarded grants in California. The Sheriff's Office has worked with the School Districts that would like to continue the SRO services. Currently County Administration has approved 3 Deputy Sheriff Overfill Positions to retain the positions lost by the COPS Grant. The Sheriff's Office will be asking to add the 3 Deputy Sheriff Positions to the FY 18/19 Budget and beyond to continue the SRO positions.

The positions will be assigned to their respective school and during school down time or emergencies; the deputies will be available to assist with other duties as needed for the Sheriff's Office. The participating schools agree to pay 50% of the total actual Salary and Benefits for each assigned Deputy. Kings River Hardwick School District and Central Unified School District will each be assigned 1 full-time Deputy. Reef-Sunset Unified School District, Lakeside Union Elementary School District, and Armona Unified School District will share 1 full-time Deputy and split associated salary and benefit costs.

The current agreements are rendered from October 1, 2017 though June 30, 2018. The agreements shall be renewed on July 1, 2018, and every July 1st thereafter, unless modified by mutual written agreement or terminated by either party with minimum of sixty (60) days advanced written notice.

# Proposed SRO Shared Cost Estimate for FY17/18

## Armona/Lakeside/Reef Sunset

	Salary	Other Pays	Retirement	Health Ins	Uniform	Workers Comp	Unempl Ins	Social Sec. Medicare	Total Salary & Benefits
SRO Calhoun	\$ 69,849	\$ 2,892	\$ 18,668	\$ -	\$ 850	\$ 7,326	\$ 100	\$ 1,055	\$ 100,740

### County Share - 50%

KCSO           \$ 50,370

### Schools Share - 50%

#### Quarterly

Armona	\$ 16,790	\$ 4,197
Lakeside	\$ 16,790	\$ 4,197
Reef Sunset	\$ 16,790	\$ 4,197
<b>TOTAL</b>	<b>\$ 50,370</b>	<b>\$ 12,592</b>

NOTE: These are estimates. A 5% salary increase was included but actual salary increase may be more pending County BOS labor negotiations with Deputy Sheriff's Association KCSO to cover fleet/equipment/communication/training expenses (est. \$13,500 per year)

# Proposed SRO Shared Cost Estimate for FY17/18

## Kings River Hardwick

	Salary	Other Pays	Retirement	Health Ins	Uniform	Workers Comp	Unempl Ins	Social Sec. Medicare	Total Salary & Benefits
SRO Blackburn	\$ 69,849	\$ 2,892	\$ 18,668	\$ 14,059	\$ 850	\$ 7,326	\$ 100	\$ 1,055	\$ 114,799

### County Share - 50%

KCSO           \$ 57,400

### Schools Share - 50%                      Quarterly

Kings River       \$ 57,400   \$ 14,350

NOTE: These are estimates. A 5% salary increase was included but actual salary increase may be more pending County BOS labor negotiations with Deputy Sheriff's Association  
KCSO to cover fleet/equipment/communication/training expenses (est. \$13,500 per year)

# Proposed SRO Shared Cost Estimate for FY17/18

## Central Union

	Salary	Other Pays	Retirement	Health Ins	Uniform	Workers Comp	Unempl Ins	Social Sec. Medicare	Total Salary & Benefits
SRO Ellis	\$ 69,549	\$ 2,892	\$ 18,588	\$ 9,176	\$ 850	\$ 7,326	\$ 100	\$ 1,050	\$ 109,531

### County Share of S & B - 50%

KCSO           \$ 54,766

### Schools Share - 50%                      Quarterly

Central Union   \$ 54,766   \$ 13,691

NOTE: These are estimates. A 5% salary increase was included but actual salary increase may be more pending County BOS labor negotiations with Deputy Sheriff's Association  
KCSO to cover fleet/equipment/communication/training expenses (est. \$13,500 per year)

**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES  
BETWEEN  
Lakeside Union Elementary School District  
&  
The County of Kings**

This Agreement is made by and between the Lakeside Union Elementary School District (“Lakeside”) and the County of Kings, on behalf of the Kings County Sheriff’s Office (“Department”), and replaces all prior agreements and understandings between Lakeside and the Department on the subject of school resource officers (“SRO”) as is dated for reference purposes as of December 14, 2017

**Recitals**

- A. Lakeside and the Department desire to set forth the duties and responsibilities of the parties with respect to the SRO program.
- B. Lakeside and the Department desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and staff.
- C. Lakeside and the Department desire to promote positive relationships between the school, police, and the community.

Lakeside and the Department agree as follows:

- 1. **Term of Agreement.** This Agreement shall be effective upon ratification by Lakeside’s Governing Board and approval by the Kings County Board of Supervisors, and shall cover services rendered from October 1, 2017 through June 30, 2018. This Agreement shall be renewed on July 1, 2018, and every July 1<sup>st</sup> thereafter, unless modified by mutual written agreement or terminated by either party with a minimum of sixty (60) days advanced written notice.
- 2. **Scope of Service.** The Department agrees to assign one (1) sworn peace officer to serve as the SRO at Lakeside. The SRO will wear the regulation Department uniform and operate a marked Department patrol vehicle while on duty, unless otherwise authorized by a Department supervisor for a specific purpose. The SRO’s duties shall include but not be limited to:
  - 2.1. SRO will provide law enforcement expertise to assist the school staff in maintaining safety at school sites.
  - 2.2. The SRO’s investigation and questioning of students at school shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.

- 2.3. The SRO shall notify the school principal as soon as practical of any significant law enforcement actions taken by the SRO or any other peace officer as known to the SRO.
- 2.4. The SRO shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.
- 2.5. The SRO shall be responsible for monitoring the social and cultural environment around Lakeside to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the Department and Lakeside.
- 2.6. The SRO may become involved, through the school principal, with the school's curriculum and provide instructional presentations that enhances the students' understanding of the police mission and the responsibilities of citizenship.
- 2.7. The SRO will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The SRO will serve as a positive role model to students.
- 2.8. At the request of the school principal, the SRO shall attend suspension and expulsion hearings. The SRO shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The SRO shall also make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the Department.
- 2.9. The SRO shall disseminate to school administrators and staff information on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.
- 2.10. The SRO will work to establish and maintain a collaborative partnership with the school administration to provide a safe school environment. The SRO will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.
- 2.11. The SRO will work to increase communication between law enforcement, students, school staff, and the community. The SRO will work to build positive working relationships with the school staff and parents.



3. **Student Discipline.** The certificated administrators of Lakeside shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
4. **Hours of Employment.** The SRO will work full time, except for annual leave allowances, during the normal school year schedule. However, the parties understand and agree that the SRO's time shall be equally shared by Lakeside, Armona Unified School District, and Reef Sunset Unified School District throughout the school year. For purposes of this agreement, "normal school year schedule" means the dates and times when school is in regular session and during which students are required to attend. "Normal school year schedule" does not include vacation periods, including, but not limited to, observed holidays, winter break, spring break, and summer break.
5. **Selection of Law Enforcement Personnel.** The Department will be responsible for selecting which Department employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available. Lakeside may provide input regarding the selection of the SRO.
6. **Program Criteria.** Lakeside and the Department will work collaboratively to be responsive to evolving school and law enforcement requirements.
7. **Training and Supervision.** The SRO shall receive his or her work assignments from the Department and shall be supervised in the performance of SRO duties by the Sheriff of Kings County ("Sheriff") or his designee. The Department shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of Lakeside or his or her designee will provide the Sheriff with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Sheriff or his designee.
8. **Employment.** The SRO is an employee of the Department, and is not an employee or agent of Lakeside. The SRO shall be subject to the administration, supervision, and control of the Department. The SRO shall be subject to all personnel policies and practices of the Department.
9. **Student Records.**
  - 9.1. The parties agree that the SRO shall be deemed to be a "school official" for the performance of SRO duties on behalf of Lakeside. The SRO shall therefore be allowed access to student records, but Lakeside remains in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and any other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school, for which the SRO has a

“legitimate educational interest” within the scope of the SRO’s service under this Agreement. This includes access to student directory information to the extent permitted by Lakeside’s policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO’s service, except as allowed by law.

9.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, Lakeside may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

9.3. Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student’s name or other identifying information to the SRO, along with information related to the underlying offence.

10. **Law Enforcement Records and Juvenile Case File Information.** Pursuant to Welfare and Institutions Code sections 827, 828.1, and 828.3, certain law enforcement records, probation reports, and juvenile case file information may be provided to Lakeside’s Superintendent or his or her designee. In addition to providing such information directly to Lakeside’s Superintendent, the SRO may provide such information to the Principal of the school in which a minor student is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.

11. **Costs.** In exchange for the provision of SRO services, Lakeside shall pay the Department as follows:

11.1. Thirty-three point three percent (33.3%) of fifty percent (50%) of the SRO’s salary and benefits, as determined by the Kings County Board of Supervisors and subject to any approved increases.

11.2. The parties shall meet prior to the adoption of their respective budgets to discuss the anticipated amounts for the upcoming fiscal year in order to ensure each party allocates sufficient funds for the SRO position.

14.1 It is the intent of the parties that Lakeside shall only pay for the actual amount of time during which the SRO, or a replacement SRO provided by the Sheriff in his discretion, performs SRO duties.

12. **Feedback and Evaluation.** Lakeside and the Department agree on the importance of evaluating the SRO program. Lakeside and the Department will work together

to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.

13. **Discrimination.** Neither Lakeside nor the Department shall discriminate against any person in any way on the basis of race, religion, color, national origin, disability, marital status, age, sex, gender, gender identity, or sexual orientation.
14. **Indemnification.**
  - 14.1 Lakeside shall indemnify, defend, and hold harmless the Department, its elected officials, officers, agents, and employees from and against any and all claims, losses, liabilities, or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of Lakeside, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Lakeside.
  - 14.2 The Department shall indemnify, defend, and hold harmless Lakeside, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Department, its elected officials, officers, agents, employees, or anyone directly or indirectly acting on behalf of the Department.
  - 14.3 It is the intention of Lakeside and the Department that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its elected officials, officers, directors, agents, employees, volunteers, subcontractors, and governing board.
  - 14.4 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.
15. **Applicable Laws.** The Department shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.
16. **Amendments.** No modification, amendment, or addendum to this Agreement shall be valid unless it is set forth in writing and signed by the parties' authorized representatives.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between Lakeside and the Department regarding the subject matter of this agreement and supersedes all previous SRO agreements.

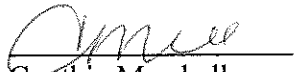
18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California or applicable federal law, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.
19. **Notices.** All notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To Department:  
Kings County Sheriff's Office  
1444 W. Lacey Blvd  
Hanford, CA 93230

To Lakeside:

The parties have executed this Agreement on the date written below.

**Lakeside Union Elementary School District**

By:   
Cynthia Marshall  
Superintendent/Principal

Date: 12/14/17  
December 14, 2017

**County of Kings, on behalf of the Kings County Sheriff's Office**

By: \_\_\_\_\_  
David Robinson, Sheriff

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

Approved as to form:  
Colleen Carlson, County Counsel

By: \_\_\_\_\_  
Carrie R. Woolley, Deputy

## AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

### BETWEEN

Armona Union Elementary School District

&

The County of Kings

This Agreement is made by and between the Armona Union Elementary School District ("Armona") and the County of Kings, on behalf of the Kings County Sheriff's Office ("Department"), and replaces all prior agreements and understandings between Armona and the Department on the subject of school resource officers ("SRO") as is dated for reference purposes as of December 20, 2017.

### Recitals

- A. Armona and the Department desire to set forth the duties and responsibilities of the parties with respect to the SRO program.
- B. Armona and the Department desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and staff.
- C. Armona and the Department desire to promote positive relationships between the school, police, and the community.

Armona and the Department agree as follows:

1. **Term of Agreement.** This Agreement shall be effective upon ratification by Armona's Governing Board and approval by the Kings County Board of Supervisors, and shall cover services rendered from October 1, 2017 through June 30, 2018. This Agreement shall be renewed on July 1, 2018, and every July 1<sup>st</sup> thereafter, unless modified by mutual written agreement or terminated by either party with a minimum of sixty (60) days advanced written notice.
2. **Scope of Service.** The Department agrees to assign one (1) sworn peace officer to serve as the SRO at Armona. The SRO will wear the regulation Department uniform and operate a marked Department patrol vehicle while on duty, unless otherwise authorized by a Department supervisor for a specific purpose. The SRO's duties shall include but not be limited to:
  - 2.1. SRO will provide law enforcement expertise to assist the school staff in maintaining safety at school sites.
  - 2.2. The SRO's investigation and questioning of students at school shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.

- 2.3. The SRO shall notify the school principal as soon as practical of any significant law enforcement actions taken by the SRO or any other peace officer as known to the SRO.
- 2.4. The SRO shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.
- 2.5. The SRO shall be responsible for monitoring the social and cultural environment around Armona to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the Department and Armona.
- 2.6. The SRO may become involved, through the school principal, with the school's curriculum and provide instructional presentations that enhances the students' understanding of the police mission and the responsibilities of citizenship.
- 2.7. The SRO will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The SRO will serve as a positive role model to students.
- 2.8. At the request of the school principal, the SRO shall attend suspension and expulsion hearings. The SRO shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The SRO shall also make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the Department.
- 2.9. The SRO shall disseminate to school administrators and staff information on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.
- 2.10. The SRO will work to establish and maintain a collaborative partnership with the school administration to provide a safe school environment. The SRO will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.
- 2.11. The SRO will work to increase communication between law enforcement, students, school staff, and the community. The SRO will work to build positive working relationships with the school staff and parents.

3. **Student Discipline.** The certificated administrators of Armona shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
4. **Hours of Employment.** The SRO will work full time, except for annual leave allowances, during the normal school year schedule. However, the parties understand and agree that the SRO's time shall be equally shared by Armona, Lakeside Unified School District, and Reef Sunset Unified School District throughout the school year. For purposes of this agreement, "normal school year schedule" means the dates and times when school is in regular session and during which students are required to attend. "Normal school year schedule" does not include vacation periods, including, but not limited to, observed holidays, winter break, spring break, and summer break.
5. **Selection of Law Enforcement Personnel.** The Department will be responsible for selecting which Department employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available. Armona may provide input regarding the selection of the SRO.
6. **Program Criteria.** Armona and the Department will work collaboratively to be responsive to evolving school and law enforcement requirements.
7. **Training and Supervision.** The SRO shall receive his or her work assignments from the Department and shall be supervised in the performance of SRO duties by the Sheriff of Kings County ("Sheriff") or his designee. The Department shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of Armona or his or her designee will provide the Sheriff with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Sheriff or his designee.
8. **Employment.** The SRO is an employee of the Department, and is not an employee or agent of Armona. The SRO shall be subject to the administration, supervision, and control of the Department. The SRO shall be subject to all personnel policies and practices of the Department.
9. **Student Records.**
  - 9.1. The parties agree that the SRO shall be deemed to be a "school official" for the performance of SRO duties on behalf of Armona. The SRO shall therefore be allowed access to student records, but Armona remains in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and any other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school, for which the SRO has a

“legitimate educational interest” within the scope of the SRO’s service under this Agreement. This includes access to student directory information to the extent permitted by Armona’s policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO’s service, except as allowed by law.

- 9.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, Armona may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.
- 9.3. Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student’s name or other identifying information to the SRO, along with information related to the underlying offence.

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11. **Costs.** In exchange for the provision of SRO services, Armona shall pay the Department as follows:

- 11.1. Thirty-three point three percent (33.3%) of fifty percent (50%) of the SRO’s salary and benefits, as determined by the Kings County Board of Supervisors and subject to any approved increases.
- 11.2. The parties shall meet prior to the adoption of their respective budgets to discuss the anticipated amounts for the upcoming fiscal year in order to ensure each party allocates sufficient funds for the SRO position.
- 11.3. It is the intent of the parties that Central Union shall only pay for the actual amount of time during which the SRO, or a replacement SRO provided by the Sheriff in his discretion, performs SRO duties.

12. **Feedback and Evaluation.** Armona and the Department agree on the importance of evaluating the SRO program. Armona and the Department will work together to



- develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.
13. **Discrimination.** Neither Armona nor the Department shall discriminate against any person in any way on the basis of race, religion, color, national origin, disability, marital status, age, sex, gender, gender identity, or sexual orientation.
  14. **Indemnification.**
    - 14.1 Armona shall indemnify, defend, and hold harmless the Department, its elected officials, officers, agents, and employees from and against any and all claims, losses, liabilities, or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of Armona, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Armona.
    - 14.2 The Department shall indemnify, defend, and hold harmless Armona, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Department, its elected officials, officers, agents, employees, or anyone directly or indirectly acting on behalf of the Department.
    - 14.3 It is the intention of Armona and the Department that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its elected officials, officers, directors, agents, employees, volunteers, subcontractors, and governing board.
    - 14.4 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.
  15. **Applicable Laws.** The Department shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.
  16. **Amendments.** No modification, amendment, or addendum to this Agreement shall be valid unless it is set forth in writing and signed by the parties' authorized representatives.
  17. **Entire Agreement.** This Agreement constitutes the entire agreement between Armona and the Department regarding the subject matter of this agreement and supersedes all previous SRO agreements.

18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California or applicable federal law, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.

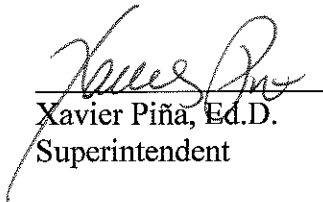
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To Department:  
Kings County Sheriff's Office  
1444 W. Lacey Blvd  
Hanford, CA 93230

To Armona:

The parties have executed this Agreement on the date written below.

**Armona Union Elementary School District**

By:   
Xavier Piña, Ed.D.  
Superintendent

Date: 12/20/17

**County of Kings, on behalf of the Kings County Sheriff's Office**

By: \_\_\_\_\_  
David Robinson, Sheriff

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

Approved as to form:  
Colleen Carlson, County Counsel

By: \_\_\_\_\_  
Carrie R. Woolley, Deputy

**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES  
BETWEEN**

Central Union Elementary School District  
&  
The County of Kings

This Agreement is made by and between the Central Union Elementary School District ("Central Union") and the County of Kings, on behalf of the Kings County Sheriff's Office ("Department"), and replaces all prior agreements and understandings between Central Union and the Department on the subject of school resource officers ("SRO") as is dated for reference purposes as of December 11, 2017.

**Recitals**

- A. Central Union and the Department desire to set forth the duties and responsibilities of the parties with respect to the SRO program.
- B. Central Union and the Department desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and staff.
- C. Central Union and the Department desire to promote positive relationships between the school, police, and the community.

Central Union and the Department agree as follows:

1. **Term of Agreement.** This Agreement shall be effective upon ratification by Central Union's Governing Board and approval by the Kings County Board of Supervisors, and shall cover services rendered from October 1, 2017 through June 30, 2018. This Agreement shall be renewed on July 1, 2018, and every July 1<sup>st</sup> thereafter, unless modified by mutual written agreement or terminated by either party with a minimum of sixty (60) days advanced written notice.
2. **Scope of Service.** The Department agrees to assign one (1) sworn peace officer to serve as the SRO at Central Union's schools. The SRO will be assigned to primarily work between the four schools of Central Union: Akers, Central, R.J. Neutra, and Stratford. The SRO will wear the regulation Department uniform and operate a marked Department patrol vehicle while on duty, unless otherwise authorized by a Department supervisor for a specific purpose. The SRO's duties shall include but not be limited to:
  - 2.1. SRO will provide law enforcement expertise to assist the school staff in maintaining safety at school sites.
  - 2.2. The SRO's investigation and questioning of students at school shall be limited to offenses related to the operation of the school or occurring at the

school, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.

- 2.3. The SRO shall notify the school principal as soon as practical of any significant law enforcement actions taken by the SRO or any other peace officer as known to the SRO.
- 2.4. The SRO shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.
- 2.5. The SRO shall be responsible for monitoring the social and cultural environment around Central Union schools to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the Department and Central Union.
- 2.6. The SRO may become involved, through the school principal, with the school's curriculum and provide instructional presentations that enhances the students' understanding of the police mission and the responsibilities of citizenship.
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- 2.11. The SRO will work to increase communication between law enforcement, students, school staff, and the community. The SRO will work to build positive working relationships with the school staff and parents.
3. **Student Discipline.** The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
  4. **Hours of Employment.** The SRO will work full time, except for annual leave allowances, during the normal school year schedule. For purposes of this agreement, "normal school year schedule" means the dates and times when school is in regular session and during which students are required to attend. "Normal school year schedule" does not include vacation periods, including, but not limited to, observed holidays, winter break, spring break, and summer break.
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  7. **Training and Supervision.** The SRO shall receive his or her work assignments from the Department and shall be supervised in the performance of SRO duties by the Sheriff of Kings County ("Sheriff") or his designee. The Department shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of Central Union or his or her designee will provide the Sheriff with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Sheriff or his designee.
  8. **Employment.** The SRO is an employee of the Department, and is not an employee or agent of Central Union. The SRO shall be subject to the administration, supervision, and control of the Department. The SRO shall be subject to all personnel policies and practices of the Department.
  9. **Student Records.**
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the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by Central Union policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

9.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, Central Union may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

9.3. Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

10. **Law Enforcement Records and Juvenile Case File Information.** Pursuant to Welfare and Institutions Code sections 827, 828.1, and 828.3, certain law enforcement records, probation reports, and juvenile case file information may be provided to Central Union's Superintendent or his/her designee. In addition to providing such information directly to Central Union's Superintendent, the SRO may provide such information to the Principal of the school in which a minor student is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.

11. **Costs.** In exchange for the provision of SRO services, Central Union shall pay the Department as follows:

11.1. Fifty percent (50%) of the SRO's salary and benefits, as determined by the Kings County Board of Supervisors and subject to any approved increases.

11.2. The parties shall meet prior to the adoption of their respective budgets to discuss the anticipated amounts for the upcoming fiscal year in order to ensure each party allocates sufficient funds for the SRO position.

11.3. It is the intent of the parties that Central Union shall only pay for the actual amount of time during which the SRO, or a replacement SRO provided by the Sheriff in his discretion, performs SRO duties.

12. **Feedback and Evaluation.** Central Union and the Department agree on the importance of evaluating the SRO program. Central Union and the Department will work together to develop and implement procedures to provide periodic

feedback and evaluation data for the purpose of measuring the program's effectiveness.

13. **Discrimination.** Neither Central Union nor the Department shall discriminate against any person in any way on the basis of race, religion, color, national origin, disability, marital status, age, sex, gender, gender identity, or sexual orientation.

14. **Indemnification.**

- 14.1 Central Union shall indemnify, defend, and hold harmless the Department, its elected officials, officers, agents, and employees from and against any and all claims, losses, liabilities, or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of Central Union, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Central Union.

- 14.2 The Department shall indemnify, defend, and hold harmless Central Union, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Department, its elected officials, officers, agents, employees, or anyone directly or indirectly acting on behalf of the Department.

- 14.3 It is the intention of Central Union and the Department that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its elected officials, officers, directors, agents, employees, volunteers, subcontractors, and governing board.

Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.

15. **Applicable Laws.** The Department shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.

16. **Amendments.** No modification, amendment, or addendum to this Agreement shall be valid unless it is set forth in writing and signed by the parties' authorized representatives.

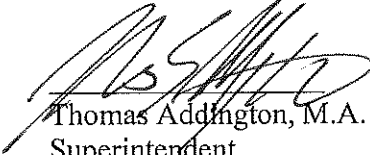
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Central Union and the Department regarding the subject matter of this agreement and supersedes all previous SRO agreements.
18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California or applicable federal law, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.
19. **Notices.** All notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To Department:  
Kings County Sheriff's Office  
1444 W. Lacey Blvd  
Hanford, CA 93230

To Central Union:  
15783 18<sup>th</sup> Avenue  
Lemoore, CA 93245

The parties have executed this Agreement on the date written below.

**Central Union Elementary School District**

By:   
Thomas Addington, M.A.  
Superintendent

Date: 12/11/17

**County of Kings, on behalf of the Kings County Sheriff's Office**

By: \_\_\_\_\_  
David Robinson, Sheriff

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

Approved as to form:  
Colleen Carlson, County Counsel

By: \_\_\_\_\_  
Carrie R. Woolley, Deputy



**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES  
BETWEEN**

Kings River Hardwick Unified School District

&

The County of Kings

This Agreement is made by and between the Kings River Hardwick Unified School District (“Kings River”) and the County of Kings, on behalf of the Kings County Sheriff’s Office (“Department”) and replaces all prior agreements and understandings between Kings River and the Department on the subject of school resource officers (“SRO”) as is dated for reference purposes as of \_\_\_\_\_.

**Recitals**

- A. Kings River and the Department desire to set forth the duties and responsibilities of the parties with respect to the SRO program.
- B. Kings River and the Department desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and staff.
- C. Kings River and the Department desire to promote positive relationships between the school, police, and the community.

Kings River and the Department agree as follows:

- 1. **Term of Agreement.** This Agreement shall be effective upon ratification by Kings River’s Governing Board and approval by the Kings County Board of Supervisors, and shall cover services rendered from October 1, 2017 through June 30, 2018. This Agreement shall be renewed on July 1, 2018, and every July 1<sup>st</sup> thereafter, unless modified by mutual written agreement or terminated by either party with a minimum of sixty (60) days advanced written notice.
- 2. **Scope of Service.** The Department agrees to assign one (1) sworn peace officer to serve as the SRO at Kings River’s schools. The SRO will wear the regulation Department uniform and operate a marked Department patrol vehicle while on duty, unless otherwise authorized by a Department supervisor for a specific purpose. The SRO’s duties shall include but not be limited to:
  - 2.1. SRO will provide law enforcement expertise to assist the school staff in maintaining safety at school sites.
  - 2.2. The SRO’s investigation and questioning of students at school shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning

may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.

- 2.3. The SRO shall notify the school principal as soon as practical of any significant law enforcement actions taken by the SRO or any other peace officer as known to the SRO.
- 2.4. The SRO shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.
- 2.5. The SRO shall be responsible for monitoring the social and cultural environment around Kings River schools to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the Department and Kings River.
- 2.6. The SRO may become involved, through the school principal, with the school's curriculum and provide instructional presentations that enhances the students' understanding of the police mission and the responsibilities of citizenship.
- 2.7. The SRO will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The SRO will serve as a positive role model to students.
- 2.8. At the request of the school principal, the SRO shall attend suspension and expulsion hearings. The SRO shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The SRO shall also make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the Department.
- 2.9. The SRO shall disseminate to school administrators and staff information on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.
- 2.10. The SRO will work to establish and maintain a collaborative partnership with the school administration to provide a safe school environment. The SRO will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.
- 2.11. The SRO will work to increase communication between law enforcement, students, school staff, and the community. The SRO will work to build positive working relationships with the school staff and parents.

3. **Student Discipline.** The certificated administrators of Kings River shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
4. **Hours of Employment.** The SRO will work full time, except for annual leave allowances, during the normal school year schedule. For purposes of this agreement, “normal school year schedule” means the dates and times when school is in regular session and during which students are required to attend. “Normal school year schedule” does not include vacation periods, including, but not limited to, observed holidays, winter break, spring break, and summer break.
5. **Selection of Law Enforcement Personnel.** The Department will be responsible for selecting which Department employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available. Kings River may provide input regarding the selection of the SRO.
6. **Program Criteria.** Kings River and the Department will work collaboratively to be responsive to evolving school and law enforcement requirements.
7. **Training and Supervision.** The SRO shall receive his or her work assignments from the Department and shall be supervised in the performance of SRO duties by the Sheriff of Kings County (“Sheriff”) or his designee. The Department shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of Kings River or his or her designee will provide the Sheriff with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Sheriff or his designee.
8. **Employment.** The SRO is an employee of the Department, and is not an employee or agent of Kings River. The SRO shall be subject to the administration, supervision, and control of the Department. The SRO shall be subject to all personnel policies and practices of the Department.
9. **Student Records.**
  - 9.1. The parties agree that the SRO shall be deemed to be a “school official” for the performance of SRO duties on behalf of Kings River. The SRO shall therefore be allowed access to student records, but Kings River remains in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and any other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school, for which the SRO has a “legitimate educational interest” within the scope of the SRO’s service under this Agreement. This includes access to student directory information to the extent permitted by Kings River’s policy, classroom assignments,

attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

9.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, Kings River may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

9.3. Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

10. **Law Enforcement Records and Juvenile Case File Information.** Pursuant to Welfare and Institutions Code sections 827, 828.1, and 828.3, certain law enforcement records, probation reports, and juvenile case file information may be provided to Kings River's Superintendent or his or her designee. In addition to providing such information directly to Kings River's Superintendent, the SRO may provide such information to the Principal of the school in which a minor student is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.

11. **Costs.** In exchange for the provision of SRO services, Kings River shall pay the Department as follows:

11.1. Fifty percent (50%) of the SRO's salary and benefits, as determined by the Kings County Board of Supervisors and subject to any approved increases.

11.2. The parties shall meet prior to the adoption of their respective budgets to discuss the anticipated amounts for the upcoming fiscal year in order to ensure each party allocates sufficient funds for the SRO position.

11.3. It is the intent of the parties that Central Union shall only pay for the actual amount of time during which the SRO, or a replacement SRO provided by the Sheriff in his discretion, performs SRO duties.

12. **Feedback and Evaluation.** Kings River and the Department agree on the importance of evaluating the SRO program. Kings River and the Department will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.

13. **Discrimination.** Neither Kings River nor the Department shall discriminate against any person in any way on the basis of race, religion, color, national origin, disability, marital status, age, sex, gender, gender identity, or sexual orientation.
14. **Indemnification.**
  - 14.1 Kings River shall indemnify, defend, and hold harmless the Department, its elected officials, officers, agents, and employees from and against any and all claims, losses, liabilities, or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of Kings River, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Kings River.
  - 14.2 The Department shall indemnify, defend, and hold harmless Kings River, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Department, its elected officials, officers, agents, employees, or anyone directly or indirectly acting on behalf of the Department.
  - 14.3 It is the intention of Kings River and the Department that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its elected officials, officers, directors, agents, employees, volunteers, subcontractors, and governing board.
  - 14.4 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.
15. **Applicable Laws.** The Department shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.
16. **Amendments.** No modification, amendment, or addendum to this Agreement shall be valid unless it is set forth in writing and signed by the parties' authorized representatives.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between Kings River and the Department regarding the subject matter of this agreement and supersedes all previous SRO agreements.
18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California or applicable federal

law, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.

19. **Notices.** All notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To Department:

Kings County Sheriff's Office  
1444 W. Lacey Blvd  
Hanford, CA 93230

To Kings River:

10300 Excelsior Avenue  
Hanford, CA 93230

The parties have executed this Agreement on the date written below.

**Kings River Hardwick Unified School District**

By:   
Cathlene Anderson, Superintendent

Date: 12/7/17

**County of Kings, on behalf of the Kings County Sheriff's Office**

By: \_\_\_\_\_  
David Robinson, Sheriff

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

Approved as to form:  
Colleen Carlson, County Counsel

By: \_\_\_\_\_  
Carrie R. Woolley, Deputy

**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES  
BETWEEN  
Reef-Sunset Unified School District  
&  
The County of Kings**

This Agreement is made by and between the Reef-Sunset Unified School District ("Reef Sunset") and the County of Kings, on behalf of the Kings County Sheriff's Office ("Department"), and replaces all prior agreements and understandings between Reef Sunset and the Department on the subject of school resource officers ("SRO") as is dated for reference purposes as of January 18, 2018.

**Recitals**

- A. Reef-Sunset and the Department desire to set forth the duties and responsibilities of the parties with respect to the SRO program.
- B. Reef-Sunset and the Department desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and staff.
- C. Reef-Sunset and the Department desire to promote positive relationships between the school, police, and the community.

Reef Sunset and the Department agree as follows:

- 1. **Term of Agreement.** This Agreement shall be effective upon ratification by Reef-Sunset's Governing Board and approval by the Kings County Board of Supervisors, and shall cover services rendered from October 1, 2017 through June 30, 2018. This Agreement shall be renewed on July 1, 2018, and every July 1<sup>st</sup> thereafter, unless modified by mutual written agreement or terminated by either party with a minimum of sixty (60) days advanced written notice.
- 2. **Scope of Service.** The Department agrees to assign one (1) sworn peace officer to serve as the SRO at Reef-Sunset. The SRO will wear the regulation Department uniform and operate a marked Department patrol vehicle while on duty, unless otherwise authorized by a Department supervisor for a specific purpose. The SRO's duties shall include but not be limited to:
  - 2.1. SRO will provide law enforcement expertise to assist the school staff in maintaining safety at school sites.
  - 2.2. The SRO's investigation and questioning of students at school shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning

may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.

- 2.3. The SRO shall notify the school principal as soon as practical of any significant law enforcement actions taken by the SRO or any other peace officer as known to the SRO.
- 2.4. The SRO shall not become involved in school administrative searches unless specifically requested by the principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school principal and will be based upon reasonable suspicion.
- 2.5. The SRO shall be responsible for monitoring the social and cultural environment around Reef-Sunset to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the Department and Reef-Sunset.
- 2.6. The SRO may become involved, through the school principal, with the school's curriculum and provide instructional presentations that enhances the students' understanding of the police mission and the responsibilities of citizenship.
- 2.7. The SRO will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The SRO will serve as a positive role model to students.
- 2.8. At the request of the school principal, the SRO shall attend suspension and expulsion hearings. The SRO shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The SRO shall also make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the Department.
- 2.9. The SRO shall disseminate to school administrators and staff information on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.
- 2.10. The SRO will work to establish and maintain a collaborative partnership with the school administration to provide a safe school environment. The SRO will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.



- 2.11. The SRO will work to increase communication between law enforcement, students, school staff, and the community. The SRO will work to build positive working relationships with the school staff and parents.
3. **Student Discipline.** The certificated administrators of Reef-Sunset shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
4. **Hours of Employment.** The SRO will work full time, except for annual leave allowances, during the normal school year schedule. However, the parties understand and agree that the SRO's time shall be equally shared by Reef-Sunset, Lakeside Unified School District, and Armona Unified School District throughout the school year. For purposes of this agreement, "normal school year schedule" means the dates and times when school is in regular session and during which students are required to attend. "Normal school year schedule" does not include vacation periods, including, but not limited to, observed holidays, winter break, spring break, and summer break.
5. **Selection of Law Enforcement Personnel.** The Department will be responsible for selecting which Department employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available, Reef-Sunset may provide input regarding the selection of the SRO.
6. **Program Criteria.** Reef-Sunset and the Department will work collaboratively to be responsive to evolving school and law enforcement requirements.
7. **Training and Supervision.** The SRO shall receive his or her work assignments from the Department and shall be supervised in the performance of SRO duties by the Sheriff of Kings County ("Sheriff") or his designee. The Department shall be responsible for training the SRO according to applicable law enforcement standards. The Superintendent of Reef-Sunset or his or her designee will provide the Sheriff with information to assist in evaluating the SRO. Any disciplinary problems or alleged improprieties involving the SRO shall be brought to the attention of the Sheriff or his designee.
8. **Employment.** The SRO is an employee of the Department, and is not an employee or agent of Reef Sunset. The SRO shall be subject to the administration, supervision, and control of the Department. The SRO shall be subject to all personnel policies and practices of the Department.
9. **Student Records.**
- 9.1. The parties agree that the SRO shall be deemed to be a "school official" for the performance of SRO duties on behalf of Reef-Sunset. The SRO shall therefore be allowed access to student records, but Reef-Sunset remains in direct control of the use, maintenance, and disclosure of student

records in accordance with Education Code section 49076 and any other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school, for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by Reef-Sunset's policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

9.2. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, Reef-Sunset may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

9.3. Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

10. **Law Enforcement Records and Juvenile Case File Information.** Pursuant to Welfare and Institutions Code sections 827, 828.1, and 828.3, certain law enforcement records, probation reports, and juvenile case file information may be provided to Reef-Sunset's Superintendent or his or her designee. In addition to providing such information directly to Reef-Sunset's Superintendent, the SRO may provide such information to the Principal of the school in which a minor student is enrolled and the Principal shall be a designee of the Superintendent for the receipt of such information.

11. **Costs.** In exchange for the provision of SRO services, Reef-Sunset shall pay the Department as follows:

11.1. Thirty-three point three percent (33.3%) of fifty percent (50%) of the SRO's

salary and benefits, as determined by the Kings County Board of Supervisors and subject to any approved increases.

11.2. The parties shall meet prior to the adoption of their respective budgets to discuss the anticipated amounts for the upcoming fiscal year in order to ensure each party allocates sufficient funds for the SRO position.

11.3. It is the intent of the parties that Reef-Sunset shall only pay for the actual

amount of time during which the SRO, or a replacement SRO provided by the Sheriff in his discretion, performs SRO duties.

12. **Feedback and Evaluation.** Reef-Sunset and the Department agree on the importance of evaluating the SRO program. Reef-Sunset and the Department will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.
13. **Discrimination.** Neither Reef-Sunset nor the Department shall discriminate against any person in any way on the basis of race, religion, color, national origin, disability, marital status, age, sex, gender, gender identity, or sexual orientation.
14. **Indemnification.**
  - 14.1 Reef-Sunset shall indemnify, defend, and hold harmless the Department, its elected officials, officers, agents, and employees from and against any and all claims, losses, liabilities, or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of Reef-Sunset, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Reef-Sunset.
  - 14.2 The Department shall indemnify, defend, and hold harmless Reef-Sunset, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Department, its elected officials, officers, agents, employees, or anyone directly or indirectly acting on behalf of the Department.
  - 14.3 It is the intention of Reef-Sunset and the Department that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its elected officials, officers, directors, agents, employees, volunteers, subcontractors, and governing board.
  - 14.4 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.
15. **Applicable Laws.** The Department shall provide the services specified in this Agreement in accordance with any applicable federal and state statutes, regulations, and directives.

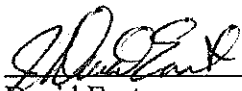
16. **Amendments.** No modification, amendment, or addendum to this Agreement shall be valid unless it is set forth in writing and signed by the parties' authorized representatives.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between Reef Sunset and the Department regarding the subject matter of this agreement and supersedes all previous SRO agreements.
18. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California or applicable federal law, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.
19. **Notices.** All notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

To Department:  
 Kings County Sheriff's Office  
 1444 W. Lacey Blvd  
 Hanford, CA 93230

To Reef-Sunset:  
 Superintendent  
 205 N. Park Ave.  
 Avenal, CA 93204

The parties have executed this Agreement on the date written below.

**Reef-Sunset Unified School District**

By:   
 David East  
 Superintendent

Date: 4/23/18

**County of Kings, on behalf of the Kings County Sheriff's Office**

By: \_\_\_\_\_  
 David Robinson, Sheriff

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

Approved as to form:  
 Colleen Carlson, County Counsel

By: \_\_\_\_\_  
 Carrie R. Woolley, Deputy