



Board of Supervisors Special and Regular Meeting Agenda

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.

Date: Monday, August 19, 2019 and Tuesday, August 20, 2019

Time: 9:00 a.m.

**Place: Board of Supervisors Chambers
Kings Government Center
Hanford, California 93230**

Chairman:	Joe Neves	(District 1)	Staff:	Rebecca Campbell, County Administrative Officer
Board Members:	Richard Valle	(District 2)		Lee Burdick, County Counsel
	Craig Pedersen	(District 4)		Catherine Venturella, Clerk of the Board
	Richard Fagundes	(District 5)		

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

Special Meeting

Monday, August 19, 2019

- I 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
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 9:00 AM FINAL BUDGET HEARINGS:**
1. Overview of Proposed Budget and Final Budget Changes.
2. Department Budget Reviews.
- IV 10:00 AM PUBLIC HEARING**
Administration – Rebecca Campbell/Roger Bradley/Domingo Cruz/Kyria Martinez
Consider:
1. Conducting a public hearing to receive testimony on the Development Impact Fees including construction schedule of public facilities related to the collection of Development Impact Fees, the proposed adjustments to the Development Impact Fees; and
2. Adopting a Resolution which includes a construction schedule (Exhibit A) for public facilities as detailed within Ordinance No. 633 establishing Development Impact Fees in Kings County; and
3. Selecting one of the following options in regards to adjusting the development impact fees:
a. Adjusting the development impact fee amounts based on the percentage change in the Engineering News Record Construction Cost Index, (a 2.16 % increase) having the new fees become effective October 18, 2019; or
b. Adjusting the development impact fee amounts based on a percentage determined by your Board; or
c. Adopting no fee increase-impact fees will remain at March 2018 levels.

- V 2:00 PM PUBLIC HEARING**
Administration – Rebecca Campbell
Conduct a public hearing to receive testimony regarding a realignment fund transfer, find that a transfer of realignment funds is the most cost-effective use of available resources to maximize client outcomes and approve the transfer of a total of 10% of realignment revenues deposited into the Health Realignment and Behavioral Health Realignment Trust funds to be directed to the Social Services Trust account for FY 2019/2020.
- VI ADJOURNMENT**
The Budget hearings will continue from day to day until completed, but not to exceed 14 calendar days. The next regularly scheduled meeting is scheduled for Tuesday, August 20, 2019, at 9:00 a.m.

Regular Meeting

Tuesday, August 20, 2019

- I 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Syliva 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 EMPLOYEE RECOGNITION – Rebecca Campbell**
Presentation to Sande Huddleston, Risk Manager from Administration for being selected as Outstanding Employee of the 2nd Quarter, 2019.
- IV 9:10 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: August 13, 2019**
- B. Agriculture Department:**
Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County’s Light Brown Apple Moth Detection Trapping Program.
- C. District Attorney’s Office:**
Consider receiving and filing the Annual Report of the Real Estate Fraud Prosecution Trust Fund Program pursuant to California Code section 27388 for the period of July 1, 2018 through June 30, 2019.
- D. Fire Department:**
Consider authorizing the Chairman to sign the Memorandum of Agreement with the Federal Emergency Management Agency for access to the Integrated Public Alert and Warning System (IPAWS)-Open platform and authorizing the Fire Chief to sign any additional forms needed for IPAWS-Open Access.
- E. Public Works Department:**
1. Consider approving the plans and specifications and authorizing the Public Works Department to advertise the Senate Bill-1 funded Kings County Roadway Improvement Project.
 2. Consider adopting a Resolution authorizing the Director of Public Works to sign Agreements transferring Rule 20A credits to the City of Pismo Beach to complete their underground utility project.

CONSENT CALENDAR CONTINUED

F. Administration:

Consider authorizing the Chairman to sign the City-County Agreement for animal control services with the City of Lemoore for the period of July 1, 2019 through June 30, 2020.

V

REGULAR AGENDA ITEMS

9:20 AM A. Community Development Agency - Greg Gatzka/Chuck Kinney

1. Consider authorizing the Chairman to sign an Agreement of indemnification and reimbursement of extraordinary costs with Lakeside Pipeline, LLC retroactive to August 6, 2019.
2. Consider authorizing the Chairman to sign an Agreement of indemnification and reimbursement of extraordinary costs with Westlands Chestnut Solar, LLC retroactive to August 5, 2019.
3. Consider authorizing the Chairman to sign an Agreement of indemnification and reimbursement of extraordinary costs with Westlands Solar Blue, LLC retroactive to August 5, 2019.

VI 9:25 AM B. Board Member Announcements or Reports

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

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

VII 9:30 AM C. CLOSED SESSION

- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: Child Support Services Director
- ◆ **Conference with Real Property Negotiator** [Govt. Code Section 54956.8]
Property: 501 E. Kings St., Avenal, CA (APNs 040-165-007, 040-165-011, 040-165-012)
Negotiating Parties: Rebecca Campbell for County
Under Negotiation: Terms and conditions of potential purchase.
- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
Negotiators: Rebecca Campbell, Roger Bradley, Leslie McCormick Wilson, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - **Blue Collar SEIU Local 521**
 - **Prosecutors' Association**
 - **Unrepresented Management**
 - **General Unit C.L.O.C.E.A.**
 - **Supervisors' Unit C.L.O.C.E.A.**

VIII PUBLIC HEARING

10:00 AM D. 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 Irvine Inn Affordable Apt LP for the Irvine Inn Apartments project.

- 10:00 AM E. 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 SB Residential LA, LP for the Cecil Residential Apartments project.

- IX F. ADJOURNMENT**
 The next regularly scheduled meeting will be held on Tuesday, August 27, 2019, at 9:00 a.m.

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

<i>FUTURE MEETINGS AND EVENTS</i>		
August 27	9:00 AM	Regular Meeting
August 27	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
August 27	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
September 3	9:00 AM	Regular Meeting Cancelled in observance of Labor Day, September 2, 2019
September 10	9:00 AM	Regular Meeting
September 10	11:00 AM	California Public Finance Authority Regular Meeting
September 17	9:00 AM	Regular Meeting
September 24	9:00 AM	Regular Meeting
September 24	11:00 AM	California Public Finance Authority Regular Meeting
September 24	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
September 24	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
<p><i>Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.</i></p>		



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 19, 2019

SUBMITTED BY: Administration – Rebecca Campbell
SUBJECT: FISCAL YEAR 2019-2020 FINAL BUDGET HEARINGS
SUMMARY:

Overview:

The Board of Supervisors adopted the Proposed Fiscal Year (FY) 2019-2020 Budget on June 25, 2019. The Final Budget Hearing is scheduled to begin Monday, August 19, 2019 at 9:00 a.m. At the close of the Budget Hearing, the Board will be asked to adopt the FY 2019-2020 Final Budget.

Recommendation:

Adopt the County of Kings Fiscal Year 2019-2020 Budget as presented.

Fiscal Impact:

The specific impact for each department and each fund will be presented to the Board for consideration.

BACKGROUND:

The Board of Supervisors adopted the FY 2019-2020 Proposed Budget on June 25, 2019. Volume I and II of the Proposed Budget, as well as any changes to the Proposed Budget, will be presented at Final Budget Hearings Monday, August 19, 2019. After all presentations have been made, it is recommended that the Board adopt the Final Budget for Fiscal Year 2019-2020.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM August 19, 2019

SUBMITTED BY:

Administration – Rebecca Campbell/Kyria Martinez

SUBJECT:

**CONSTRUCTION SCHEDULE AND PROPOSED FEE INCREASE FOR
COUNTY PUBLIC FACILITIES FEES**

SUMMARY:

Overview:

The Mitigation Fee Act, Government Code § 66000 et. seq. provides for the use of impact fees, also known as public facility fees, to offset the impact of growth on government facilities. On June 21, 2005, the Board adopted Ordinance No. 633, Development Impact Fees. In order to continue to collect the fees at the building permit stage of development, the Board is requested to adopt an updated construction schedule of public facilities planned for development and to consider a resolution to adjust impact fees based upon the cited construction index.

Recommendation:

- 1. Conduct a public hearing to receive testimony on the Development Impact Fees including construction schedule of public facilities related to the collection of Development Impact Fees, the proposed adjustments to the Development Impact Fees; and**
- 2. Adopt a resolution which includes a construction schedule (Exhibit A) for public facilities as detailed within Ordinance No. 633 establishing Development Impact Fees in Kings County; and**
- 3. Select one of the following options in regards to adjusting the development impact fees:**
 - a. Adjust the Development Impact Fee amounts based on the percentage change in the Engineering News-Record Construction Cost Index, (a 2.16% increase) having the new fees become effective October 18, 2019.**
 - b. Adjust the development impact fee amounts based on a percentage determined by the Board.**
 - c. Adopt no fee increase – impact fees will remain at March 2018 levels.**

Fiscal Impact:

If the Board adopts this increase, then Impact Fees will be increased according to the Engineering News-Record Construction Cost Index (ENR CCI) for the period of March 2018 to March 2019,

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CONSTRUCTION SCHEDULE AND PROPOSED FEE INCREASE FOR COUNTY PUBLIC FACILITIES FEES

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taking the average of the City of Los Angeles and the City of San Francisco. The rate was calculated to be increased at (+2.16%). Fee increases would be effective on October 18, 2019. The fee increases are shown on Exhibit B.

BACKGROUND:

Impact Fee History

Ordinance No. 633, pertaining to Development Impact Fees, was introduced immediately following a public hearing on June 14, 2005. This Ordinance allows the County to collect fees for the facilities of Countywide Public Protection, Fire, Library, Animal Control, and Sheriff's Patrol and Investigation. The Board adopted the Ordinance on June 21, 2005, and the Development Impact Fees became effective on August 22, 2005. In 2015, a new fee study took place and the Board reestablished the impact fees based on that study on January 5, 2016.

Construction Schedule

Ordinance 633 requires the development of a construction schedule, which must be reviewed and approved by your Board in order for the Development Impact Fees to be collected at the time building permits are issued. The Construction Schedule is attached (as Exhibit A) for consideration. The Construction Schedule was established for the facilities' development related to impact fee revenue and describes the public facilities that will be expanded or newly constructed. This schedule is tied to population growth.

Fee Table

Exhibit B shows the proposed (+2.16%) increase in fees. It also details the history of fee amounts since the beginning of the Impact Fee program. The list below details the actions your Board has taken in previous years regarding impact fee adjustments:

<u>Fiscal Year</u>	<u>ENR CCI</u>	<u>Board Action</u>
2009/10	6.55% increase	No change in fees
2010/11	-0.30% decrease	-0.30% decrease
2011/12	3.54% increase	No change in fees
2012/13	2.32% increase	No change in fees
2013/14	-0.01% decrease	-0.01% decrease
2014/15	4.70% increase	4.70% increase
2015/16	20% average increase	20% average increase – based on a fee study
2016/17	2.48% increase	2.48% increase
2017/2018	2.0% increase	2.0% increase
2018/2019	3.16% increase	No change in fees

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Financials

The Mitigation Fee Act requires annual reports on fee collection in each account established under its terms. The annual financial report is attached as Exhibit C. This past fiscal year, there have been no loans or transfers made from this fund to another fund. To date, an amount totaling \$2,901,291 has been encumbered or spent, leaving a balance in the fund of \$4,756,811 as of June 30, 2019.

Fee Adjustments

Annual public hearings are required in order for the County to adjust fees based upon the index identified within Ordinance No. 633 or for any other changes to the fee structure and/or fee amount and/or the Construction Schedule. Ordinance No. 633 allows the Board to adjust the fee amounts from time to time. The identified index used for this adjustment is the Engineering News Record Construction Cost Index. The proposed increase of (+2.16%) was derived from taking an average of the rates for San Francisco and Los Angeles from March 2018 to March 2019. Exhibit D provides the calculation methodology for how staff concluded the (+2.16%) increase.

Impact Fee Projects

There were no projects for FY 2005-2006 or FY 2006-2007. Two projects were started in FY 2007-2008 and were continued into FY 2008-2009. This project involved relocating the Minor's Advocate offices to a larger location and remodeling the existing Minor's Advocate office space for use by the District Attorney. These two projects were completed in FY 2008-2009.

Your Board deleted the Sheriff Patrol and Investigation Fee in FY 2010-2011, effective November 1, 2010. At that time, your Board chose to use the remaining balances of the accumulated Sheriff Patrol and Investigation Fees on the evidence storage space expansion project in the old jail. In FY 2010-2011, the Sheriff's Evidence Space was moved out of the Kings Building to a temporary location; however, Impact Fees were not used to do so. A permanent facility is still needed and is proposed in the Capital Improvement Program for FY 2019-2020.

Your Board suspended the Animal Services Fee in FY 2011-2012, effective November 1, 2011.

The Library was originally slated to begin the expansion of the Hanford branch in FY 2009-2010, but due to changes in the economy, and the State suspending Proposition 1A in FY 2009-2010, this project was put on hold indefinitely. The Hanford expansion project would have cost approximately one million dollars, requiring the use of a significant portion of the Library's fund balance in addition to the Impact Fees. After discussion, the Librarian and Administrative staff agreed it would be fiscally prudent to preserve the Library's fund balance to ensure the Library is able to continue to provide services to the public over the next several years.

The expansion of the Lemoore library is another project slated to be paid for with use of Impact Fees, and this is likely to occur within the next few years. This is identified in the Construction Schedule. The Library is currently working on a capital improvement plan and obtaining input from the public.

Agenda Item

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In FY 2011-2012, the Jail Expansion and the Morgue Relocation projects were started. A total of \$2,262,843 was transferred from Public Protection Impact Fees to the Capital Outlay Fund (\$390,000 for the Morgue and \$1,872,843 for the Jail).

In FY 2012-2013, an additional \$275,282 was transferred from Public Protection Impact Fees to the Capital Outlay Fund for the Jail Expansion project.

In FY 2013-2014, an additional \$141,875 was transferred from Public Protection Impact Fees to the Capital Outlay Fund for the Jail Expansion project. There will be no more impact fees dedicated to the Jail Expansion project unless a future impact fee study report justifies it.

In FY 2014-2015 and FY 2015-2016, the jail expansion project continued but no additional Public Protection Impact Fees were transferred for this project.

Required Five Year Report

FY 2009-2010 was the fifth year that impact fees have been in place in Kings County. Government Code section 66001 requires every five years a study of fees be brought to your Board to re-establish the need for the fees and the purpose to which they will be used. On January 12, 2010, the Board contracted with Willdan Financial Services to develop this report, and that report was reviewed by the Board on August 2, 2010.

On March 17, 2015 the Board contracted with David Taussig and Associates, Inc. to complete the next fifth year report, and that report was presented and approved by your Board on February 9, 2016. The next report will be due in 2020.

Required Notices

Required notices of the public hearing were mailed on July 26, 2019 to the Building Industry Association of Tulare/Kings Counties, Inc., the Gas Company, and the Cities of Corcoran, Avenal, Hanford, and Lemoore to inform them of the public hearing. The County has an agreement in place with the cities of Corcoran, Hanford, and Lemoore to charge impact fees; however, it does not have an agreement in place with the city of Avenal to charge impact fees. Required notice was also published on the Hanford Sentinel on August 3, 2019 and August 10, 2019.

Attachments:

Resolution

Exhibit A- Fee Construction Schedule

Exhibit B – Fee Table

Exhibit C – Impact Fee Financial Report

Exhibit D – Public Facility Fee Change Calculation

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

**IN THE MATTER OF ADOPTING
A NEW CONSTRUCTION SCHEDULE
AND APPROVING AN ANNUAL
INFLATIONARY INCREASE IN THE
AMOUNT OF THE COUNTY IMPACT
FEES ADOPTED UNDER THE
PROVISIONS OF KINGS COUNTY
ORDINANCE NO. 633** _____/

RESOLUTION NO. 19-

WHEREAS, the Kings County Board of Supervisors (“Board”) adopted Kings County Ordinance No. 633 (“Ordinance”) on June 21, 2005, establishing development impact fees (“Impact Fees”) in the incorporated and unincorporated territory of the County of Kings under the provisions of the Mitigation Fee Act (“Act”, see Government Code sections 66000 through 66024); and

WHEREAS, under the provisions of the Act, the Board may require payment of the Impact Fees at the time of the issuance of building permits if the Board has established an account for the Impact Fees and has adopted a capital improvement plan or a construction schedule for the use of the account funds; and

WHEREAS, under the provisions of Section 6 of the Ordinance, the Board has established Impact Fee accounts and has appropriated the account funds therein for the construction of public improvements and facilities; and

WHEREAS, the fees prescribed by Ordinance No. 633 were last updated by Resolution No. 18-054, dated August 20, 2018, which provides as follows: “During the next five calendar years beginning after adoption of this resolution the Board may, without a further study such as the Fifth Fiscal Year Impact Fee Report, adjust by resolution the fee amounts one time annually based on the percentage change in the Engineering News-Record Construction Cost Index”; and

WHEREAS, the amount of the percentage change in the Engineering News Record Construction Cost Index from March 2018 to March 2019 is +2.16% (“Percentage Increase”) as set forth in Exhibits C and D attached hereto and incorporated herein as though fully set forth; and

WHEREAS, by the adoption of this resolution the Board intends to adopt a

proposed construction schedule for the use of the Impact Fee account funds and to increase the amount of the Impact Fees by the Percentage Increase as set forth in Exhibit B attached hereto and incorporated herein as though fully set forth.

WHEREAS, notice has been provided as required in Government Code section 66016 to the Cities of Corcoran, Lemoore, and Hanford, and to other interested persons of the proposed changes to the Development Impact Fees and this Board held a public hearing on August 19, 2019, to consider oral and written testimony regarding Development Impact Fees.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Board hereby finds and determines that the Impact Fees will be collected for the construction of public improvements and facilities for which an account has been established and funds appropriated.

2. The Board hereby adopts the proposed construction schedule which is attached hereto as Exhibit A and incorporated herein as though fully set forth.

3. The Impact Fees are hereby increased by the amount of the Percentage Increase effective October 18, 2019. The amount of the Impact Fees as increased are set forth in Exhibit B.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a special meeting held on the 19th day of August, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Joe Neves, Chairperson, Board of Supervisors
County of Kings

IN WITNESS WHEREOF, I have set my hand this 19th day of August, 2019.

Melanie Curtis, Deputy Clerk of the Board of Supervisors
County of Kings

KINGS COUNTY IMPACT FEE CONSTRUCTION SCHEDULE
Five Year Construction Schedule FY 2016-2026

Impact Fee Category	Location	Project Name	Description of Work	FY	Work Starts	Estimated Cost	Funding Source				
							Impact Fees	Grant Funds	General Fund	Loan	Total
Public Protection											
	County Counsel	Relocate to new site	Relocate to new site	FY 2016-2020		582,446	193,821	0	388,625	0	582,446
	Grand Jury	Office Space and Expansion	Office Space and Expansion	FY 2016-2020		350,618	116,675	0	233,943	0	350,618
	Public Guardian Relocation	Relocate to new site	Relocate to new site	FY 2016-2020		578,746	192,590	0	386,157	0	578,747
	Minor Advocate Relocation	Relocate to new site	Relocate to new site	FY 2016-2020		651,295	216,732	0	434,563	0	651,295
			Sub totals			2,163,105	719,818	0	1,443,288	0	2,163,106
Fire Protection											
	Fire Department	Fire Department Administration	Fire Department Administration	FY 2016-2020		1,463,535	908,757	0	554,778	0	1,463,535
			Sub totals			1,463,535	908,757	0	554,778	0	1,463,535
Animal Control											
	FF& E, Relocation, Holding Spaces	FF& E, Relocation, Holding Spaces	Add to existing animal detention space. Accumulate for future expansion.	FY 2016-2020		309,800	5,337	0	304,463	0	309,800
			Sub totals			309,800	5,337	0	304,463	0	309,800
Sheriff Operations (Patrol & Inv)											
	Evidence & Vehicular Storage	Evidence & Vehicular Storage	Construct evidence & vehicular storage	FY 2016-2020		1,770,641	123,660		1,646,981		1,770,641
	Swat Dive Team	Swat Dive Team	Swat Dive Team	FY 2016-2020		1,695,546	49,159		1,646,387		1,695,546
			Sub totals			3,466,187	172,819	0	3,293,368	0	3,466,187
Library											
	Lemoore Library	Lemoore Expansion	Renovation of Interior spaces, modifications, etc.	FY 2016-2020		1,342,000	527,877	0	814,123	0	1,342,000
	Lemoore Library	Lemoore Expansion	Floor plan reconfiguration, interior finish, etc.	FY 2016-2020		599,450	235,794	0	363,656	0	599,450
	New Toilet Room	Lemoore Expansion	Renovated toilet room	FY 2016-2020		248,900	97,905	0	150,995	0	248,900
			Sub totals			2,190,350	861,576	0	1,328,774	0	2,190,350
			Grand Totals			\$9,592,977	\$2,668,307	\$0	\$6,924,671	\$0	\$9,592,978

See Government Code Section 66002

IMPACT FEES - ANNUAL REPORT - GOVERNMENT CODE SECTION 66006

	Public Protection 81-6980	Fire 81-6981	Library 81-6982	Sheriff Patrol & Investigation 81-6984	Animal Services 91-6985	Admin 81-6986	Interest 81-4100	Total
Fees Collected 05/06	74,654.85	64,319.18	17,283.00	17,555.99	186.80	4,236.86	2,614.62	180,851.30
Interest Allocation 05/06	1,095.14	943.52	253.53	257.54	2.74	62.15	(2,614.62)	-
Total - FY 05/06	75,749.99	65,262.70	17,536.53	17,813.53	189.54	4,299.01	-	180,851.30
Fees Collected 06/07	685,521.04	217,573.47	169,922.71	33,278.01	1,847.26	2,183.49	36,199.94	1,146,525.92
Interest Allocation 06/07	22,350.03	7,093.54	5,539.99	1,084.96	60.23	71.19	(36,199.94)	-
Total - FY 06/07	707,871.07	224,667.01	175,462.70	34,362.97	1,907.49	2,254.68	-	1,146,525.92
Fees Collected 07/08	396,984.65	138,555.22	78,617.27	20,395.93	928.53	40.27	78,130.22	713,652.09
Interest Allocation 07/08	48,804.82	17,033.95	9,665.49	2,507.20	114.07	4.69	(78,130.22)	-
Total - FY 07/08	445,789.47	155,589.17	88,282.76	22,903.13	1,042.60	44.96	-	713,652.09
Fees Collected 08/09	141,608.78	63,736.17	34,929.84	9,900.94	380.06	(385.20)	54,016.38	304,186.97
Interest Allocation 08/09	30,575.91	13,761.80	7,541.99	2,137.79	82.06	(83.17)	(54,016.38)	-
Total - FY 08/09	172,184.69	77,497.97	42,471.83	12,038.73	462.12	(468.37)	-	304,186.97

Account #'s changed in FY 09/10 due to new accounting system. Interest is now posted directly to each fund.

New Fund	Pub Prot 2201	Fire 2202	Library 2203	P & I 2204	Animal 2205	Admin 2206	NA	
New Budget Unit	187301	187302	187303	187304	187305	187306	NA	
Fees Collected 09/10	613,841.24	107,032.59	145,327.41	24,859.23	1,044.97	(176.95)	-	891,928.49
Interest Allocation 09/10	23,017.73	11,923.54	6,374.87	1,449.91	68.06	1.91	-	42,836.02
Total - FY 09/10	636,858.97	118,956.13	151,702.28	26,309.14	1,113.03	(175.04)	-	934,764.51
Fees Collected 10/11	169,119.41	70,028.62	36,360.62	7,128.49	307.80	3,675.20	-	286,620.14
Interest Allocation 10/11	28,890.00	9,844.98	7,274.98	1,723.07	72.38	28.82	-	47,834.23
Total - FY 10/11	198,009.41	79,873.60	43,635.60	8,851.56	380.18	3,704.02	-	334,454.37
Fees Collected 11/12	254,006.37	80,358.70	54,252.32	-	245.20	8,212.69	-	397,075.28
Interest Allocation 11/12	18,229.18	8,477.87	6,027.38	1,381.20	58.19	69.97	-	34,243.79
Total - FY 11/12	272,235.55	88,836.57	60,279.70	1,381.20	303.39	8,282.66	-	431,319.07
Fees Collected 12/13	222,141.88	45,294.10	55,504.86	(25,077.59)	(160.97)	17,470.43	-	315,172.71
Interest Allocation 12/13	1,086.29	6,170.78	4,408.73	761.08	38.93	194.00	-	12,659.81
Total - FY 12/13	223,228.17	51,464.88	59,913.59	(24,316.51)	(122.04)	17,664.43	-	327,832.52
Fees Collected 13/14	413,528.67	11,277.10	105,911.34	-	-	2,126.39	-	532,843.50
Interest Allocation 13/14	738.35	4,644.07	3,630.32	531.94	28.25	163.61	-	9,736.54
Total - FY 13/14	414,267.02	15,921.17	109,541.66	531.94	28.25	2,290.00	-	542,580.04
Fees Collected 14/15	426,328.49	25,189.12	107,843.32	-	-	1,835.22	-	561,196.15
Interest Allocation 14/15	2,823.33	5,499.40	4,907.48	620.34	32.94	201.13	-	14,084.62
Total - FY 14/15	429,151.82	30,688.52	112,750.80	620.34	32.94	2,036.35	-	575,280.77
Fees Collected 15/16	667,677.79	100,551.33	175,937.58	375.26	898.56	2,119.46	-	947,559.98
Interest Allocation 15/16	7,396.95	7,092.12	6,870.84	741.19	40.03	80.85	-	22,221.98
Total - FY 15/16	675,074.74	107,643.45	182,808.42	1,116.45	938.59	2,200.31	-	969,781.96
Fees Collected 16/17	435,546.84	83,747.15	157,063.21	11,772.12	3,152.61	4,037.40	-	695,319.33
Interest Allocation 16/17	14,974.14	9,794.73	10,286.96	1,004.65	72.44	(4.83)	-	36,128.09
Total - FY 16/17	450,520.98	93,541.88	167,350.17	12,776.77	3,225.05	4,032.57	-	731,447.42
Fees Collected 17/18	308,802.35	75,081.15	118,502.53	8,391.32	2,310.26	2,427.92	-	515,515.53
Interest Allocation 17/18	25,367.93	14,328.86	15,972.54	1,475.34	139.93	20.80	-	57,305.40
Total - FY 17/18	334,170.28	89,410.01	134,475.07	9,866.66	2,450.19	2,448.72	-	572,820.93
Fees Collected 18/19	495,552.00	189,749.00	195,790.00	15,498.59	137.76	9,907.70	-	906,635.05
Interest Allocation 18/19	46,535.23	24,592.00	27,551.00	2,531.17	231.44	144.37	-	101,585.21
Total - FY 18/19	542,087.23	214,341.00	223,341.00	18,029.76	369.20	10,052.07	-	1,008,220.26
Impact Fees - Life of Collection	5,577,199.39	1,413,694.06	1,569,552.11	142,285.67	12,320.53	58,666.37	-	7,658,102.32

Encumbrances and Expenditures of Fees to Date

FY 05/06	-	-	-	-	-	-	-	-
FY 06/07	-	-	-	-	-	-	-	-
FY 07/08	8,190.00	-	-	-	-	-	-	8,190.00
FY 08/09	163,904.88	-	-	-	-	-	-	163,904.88
FY 09/10	3,432.61	-	-	-	-	2,610.00	-	6,042.61
FY 10/11	-	-	-	-	-	3,190.00	-	3,190.00
FY 11/12	2,262,843.00	-	-	-	-	-	-	2,262,843.00
FY 12/13	275,282.38	-	-	-	-	-	-	275,282.38
FY 13/14	141,874.62	-	-	-	-	-	-	141,874.62
FY 14/15	-	-	-	-	-	4,528.02	-	4,528.02
FY 15/16	-	-	-	-	-	35,435.69	-	35,435.69
FY 16/17	-	-	-	-	-	-	-	-
FY 17/18	-	-	-	-	-	-	-	-
FY 18/19	-	-	-	-	-	-	-	-
	2,855,527.49	-	-	-	-	45,763.71	-	2,901,291.20
Total	2,721,671.90	1,413,694.06	1,569,552.11	142,285.67	12,320.53	12,902.66	-	4,756,811.12

PUBLIC FACILITY FEE CHANGE CALCULATIONS

March 2018 - March 2019

Source: Engineering News Records - Construction Cost Index

San Francisco	2.83%
Los Angeles	1.49%
Average	2.16%



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 19, 2019

SUBMITTED BY: Administration –Rebecca Campbell/Roger Bradley

SUBJECT: PUBLIC HEARING - HEALTH REALIGNMENT FUND TRANSFER

SUMMARY:

Overview:

The transfer of 10% of Health Realignment funds to the Social Services Realignment account has been requested starting in Fiscal Year (FY) 2001-2002. In FY 2005-2006, the request was amended to include an additional transfer of 10% of the Health Realignment funds to the Social Services Realignment trust account, for a total of 20%. In FY 2012-2013, there was a 20% transfer of Health Realignment funds, and in FY 2013-2014, there was a 10% transfer of Health Realignment funds through March 2014. In FY 2018-2019, there was a 10% transfer of Health and Behavioral Health Realignment funds. This proposed transfer from the Health Realignment and Behavioral Health Realignment trust funds would be directed entirely to the Social Services Realignment trust account, and is requested at 10%.

Recommendation:

1. Hold a public hearing to receive testimony regarding a realignment fund transfer;
2. Find that a transfer of realignment funds is the most cost-effective use of available resources to maximize client outcomes; and
3. Approve the transfer of a total of 10% of realignment revenues deposited into the Health Realignment and Behavioral Health Realignment Trust funds to be directed to the Social Services Trust account for Fiscal Year 2019-2020.

Fiscal Impact:

This action will reallocate 10% of realignment revenues from the Health and Behavioral Health Services Trust funds to the Social Services Trust in FY 2019-2020 on a monthly basis, as revenues are received from the State. The estimated values respectively are \$419,560 and \$326,024 for a total of \$745,584. This transfer has been included in the FY 2019-2020 Proposed Final Budget.

BACKGROUND:

Assembly Bill 1491 (Fiscal Year 1991-1992) established the realignment of certain health, mental health, and social services programs. The revenue to fund these programs comes from a ½ cent sales tax and a portion of the Vehicles License Fees. Pursuant to Welfare and Institutions Code 17600.2 (a), “Any County may transfer or reallocate money among accounts in the Local Health and Welfare Trust Fund, not to exceed 10% of the amount

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PUBLIC HEARING – HEALTH REALIGNMENT FUND TRANSFER

August 19, 2019

Page 2 of 3

deposited in the account from which the funds are reallocated for that fiscal year.” Your Board has been requested to approve realignment reallocations since FY 2001-2002.

Beginning in FY 2005-2006 and continuing through FY 2012-2013, an additional 10% transfer, in addition to the original 10% transfer from the health account, (a total of 20%), was approved to be reallocated to the social services account pursuant to Welfare and Institutions Code (W&I) 17600.2 (a) (b) (c). The transfer of additional realignment revenue was due to net expenditure growth beyond the revenue growth within social services.

Caseload growth is defined by W&I code as either increased clients or increase cost for services provided to clients. In the Human Services Agency’s case, the cost of services in each of the Categorical Aid areas demonstrates increases to the extent that revenues received are not keeping pace with caseload growth. The proposed reallocation of funds must be based on the most cost-effective use of available resources to maximize client outcomes.

Program	Actual FY 2017/18	Budget FY 2018/19	Actual FY 2018/19	Budget FY 2019/20
CalWORKs/ARC	18,652,643	18,988,000	19,357,889	22,437,761
CAPI	87,992	115,000	82,285	110,000
Adoption	6,152,915	6,684,366	6,667,370	7,208,812
Foster Care / RFA	8,898,765	9,480,069	9,350,070	10,252,676
IHSS	3,941,403	4,282,579	3,225,345	4,760,029
Expenditures	\$37,733,718	\$39,550,014	38,682,959	\$44,769,278
Revenues				
Federal	10,099,359	12,057,329	9,392,225	15,243,890
State	3,689,252	3,160,439	2,625,275	1,448,399
2011 Realignment – CalWorks MOE	10,473,123	9,743,279	13,299,970	12,629,912
2011 Realignment	4,784,539	4,894,862	4,743,926	5,326,165
1991 Realignment	7,699,907	6,901,924	5,985,372	6,629,522
Realignment-Behavioral Health	343,946	326,024	346,344	326,024
Realignment-Health	416,699	419,560	429,528	419,560
Total Revenue	\$37,506,826	\$37,503,417	36,822,640	\$42,023,472
County Cost	\$226,893	\$2,046,597	1,860,319	\$2,745,806

Agenda Item

PUBLIC HEARING – HEALTH REALIGNMENT FUND TRANSFER

August 19, 2019

Page 3 of 3

There is no trust fund balance for Social Services realignment; from the inception of the use of realignment funds, all realignment revenues are budgeted and expended each fiscal year from the Social Services trust account. Each of these Social Services programs are mandated entitlements requiring a county share of cost offset by realignment funds.

The proposed reallocation will not have any adverse effects on the County's ability to provide public health services, and health programs will not be cut as a result of this transfer. Without the reallocation, the increased costs to Social Services would need to be funded by discretionary revenue from the County's General Fund. Administration staff requests your Board find that the request to proceed with the realignment fund transfer as presented is justified for FY 2019-2020.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: PRESENTATION TO THE EMPLOYEE OF THE QUARTER

SUMMARY:

Overview:

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

Recommendation:
Presentation only.

Fiscal Impact:

The recognized employee will receive \$300, which will come from the General Fund in Budget Unit 111000 Account 82228125.

BACKGROUND:

Presented with a certificate for the Employee of the Quarter will be Risk Manager Sande Huddleston. Sande manages general liability, workers compensation, and health insurance for the County. Sande has a profound impact on the County's most valuable assets, its employees and their families. Sande has been faced with some extreme circumstances involving life and death situations. She goes above and beyond to ensure that Kings County employees and their families receive the best outcome possible. She was recognized by the Deputy Sheriff's Association on December 4, 2018 for her above-and-beyond efforts. She assisted the Fire Department during several extremely difficult fire-related situations to ensure that the employees and their families' needs were met. Sande also identified and recognized issues at the Employee Health Center and took action to rectify the situation so the employees of Kings County could have the best care possible, which also saved the County approximately \$100,000. The Employee Recognition Committee requests your Board honor Ms. Huddleston for going above and beyond as an employee of Kings County and as an outstanding public servant.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



Board of Supervisors Regular Meeting Action Summary

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.

Date: Tuesday, August 13, 2019
Time: 9:00 a.m.
Place: Board of Supervisors Chambers
Kings Government Center
Hanford, California 93230

Chairman:	Joe Neves	(District 1)	Staff:	Rebecca Campbell, County Administrative Officer
Vice Chairman:	Doug Verboon	(District 3)		Roger Bradley, Assistant County Administrative Officer
Board Members:	Richard Valle	(District 2)		Lee Burdick, County Counsel
	Craig Pedersen	(District 4)		Catherine Venturella, Clerk of the Board
	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 – Chad Fagundes – 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.

Pat Nolen, Kings County resident thanked the Board for the grant opportunity for a Veteran's Park in Corcoran.

Ray Dias, Kings County resident thanked the Board for the grant opportunity for a Veteran's Park in Corcoran and stated that the monument will represent Veteran's and First Responders.

III B 3

BUDGET BOOK PHOTO CONTEST RESULTS – Rebecca Campbell/Kyria Martinez

Presentation of photo contest winners.

INFORMATION ONLY – NOA

IV B 4

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: July 30, 2019 and August 5 & 6, 2019

B. Agriculture Department:

Consider authorizing the Chairman to sign an Agreement with the California Department of Food and Agriculture for the County's Nursery Inspection Program. [Agmt 19-073]

CONSENT CALENDAR CONTINUED

C. Fire Department:

Consider authorizing out of state travel for Battalion Chief Chris Gerking to attend the National Fire Academy P1000 Effective Communications for Fire and EMS Success course at the National Fire Academy in Emmitsburg, Maryland from September 21-28, 2019.

D. County Counsel:

1. Consider appointing Carlo Wilcox to the Cross Creek Flood Control District Board of Trustees.
2. Consider appointing Kimberly Brown, Larry Ritchie and John Vidovich to four-year terms as Directors of the Dudley Ridge Water District Board of Directors.

E. Department of Public Health:

Consider authorizing the Director of Public Health to sign the Acceptance of Allotment and the required certifications to support Tuberculosis prevention and control activities for Fiscal Year 2019-2020.

F. Public Works Department:

Consider awarding the bid from Granite Construction for 3/8" chip seal as per the County Purchasing Division's Request for Quotations for County roads projects and authorizing the Purchasing Manager to sign the purchase order.

G. Administration:

Consider authorizing the Chairman to sign the Medi-Cal County Inmate Program Agreement 19-96165 with the California Department of Health Care Services for the term of July 1, 2019 through June 30, 2020. [Agmt 19-075]

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

V

REGULAR AGENDA ITEMS

B 5

A. Community Development Agency – Greg Gatzka

Monthly report of the Planning Commission's actions from their August 5, 2019 meeting.
INFORMATION ONLY – NOA

B 6

B. County Counsel – Lee Burdick/Juliana Gmur/Diane Walker Freeman

1. Information regarding the dismissal of *John Cox vs. Alex Padilla, Sacramento County Case No. 34-2019-80003090*.

INFORMATION ONLY – NOA

2. Consider authorizing the Chairman to sign Agreements with the High Speed Rail Authority in settlement of lawsuits and to coordinate efforts for construction of the High Speed Rail Project and maintenance of the affected County roadways. [Agmts. 19-076, 19-077, 19-078]

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

B 7

C. Information Technology Department – John Devlin

Consider authorizing the Chairman to sign the Information Technology Services Agreement with Kings Waste and Recycling Authority. [Agmt 19-079]

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

B 8

D. Job Training Department – Lance Lippincott

Consider authorizing the Chairman to sign the Workforce Innovation and Opportunity Act for Fiscal Year 2019-2021 Master Subgrant Agreement and authorizing the Director of Economic and Workforce Development to enter into agreements necessary to carry out this Subgrant. [Agmt 19-074]

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

B 9

**E. Public Works Department - Kevin McAlister
Burris Park Foundation – Steve Bogan**

Consider approving the plans and specifications for the Burris Park Amphitheater and Greenhouse addition.

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

B 10 F. Administration – Rebecca Campbell/Domingo Cruz

Probation Department – Kelly Zuniga

Consider authorizing the County Administrative Officer to sign the Ground Lease and Right of Entry for Construction and Operation Agreements with California Department of Corrections and Rehabilitation to move the Senate Bill 81 Round Two Juvenile Facility Project forward in the State's approval process.

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

B 11 G. Administration – Rebecca Campbell

Consider appointing one member to the Library Advisory Board.

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

VI STUDY SESSION

B 12 H. Administration – Rebecca Campbell/Roger Bradley

Information regarding Fiscal Year 2019-2020 Capital Improvement Program.

INFORMATION ONLY – NOA

VII B 13 I. 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 Verboon stated that he toured Siemens Mobility train factory in Sacramento on August 7, 2019 to see the first set of trains they will be building for Amtrak.

Supervisor Valle thanked staff for meeting with Corcoran City leaders on August 8, 2019 to discuss the High Speed Rail settlement and discuss the Veteran's Park project, he stated that he attended a meeting with Assemblymember Rudy Salas as he presented an American Flag that had been flown over the Capital building in memory of Art Nolen to his widow Pat Nolen; participated with Assemblymember Salas in hosting a back to school backpack and shoe giveaway on August 9, 2019 to children in Avenal and helped with Assemblymember Rudy Salas in sponsoring the school backpack and shoe giveaway on August 10, 2019 to children in Home Garden.

Supervisor Neves stated that he attended the Kings County 4-H Leader dinner on August 6, 2019, attended meetings on the Kings County Area Public Transportation meetings on the new transit site selection, attended the South Fork Kings Ground Water Management meeting on August 8, 2019, presented a resolution to Child Support Services Director Barbi Brokhoff at her retirement party on August 9, 2019, attended Kings County Night at the Fresno Grizzlies game on August 10, 2019, attended the Kings County Battle of the Badges planning meeting on August 12, 2019 and stated that area schools are starting to go back into session.

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received a letter from the State of California Natural Resources Agency regarding appointing an authorized designee to review less than 3 acre timberland conversion exemptions.**
- ◆ **Upcoming Events: Rebecca Campbell stated that the open house for Amtrak California will be held on August 13, 2019 at 4:30 p.m., Kings County Black History committee will host an All White Party on August 17, 2019 at 7:00 p.m., Tachi Pow Wow events will be held on August 24-25, 2019 Lemoore Lions Brewfest will be held on August 24, 2019 at Lemoore Lions Park, City/County Coordinating meeting hosted by Avenal on August 28, 2019 at Avenal Theatre, Kings County Commission on Aging will host a Johnny Cash tribute concert at September 13, 2019, World Surf League will host their Freshwater Pro at Surf Ranch in Lemoore on September 20-21, 2019, Lemoore Naval Air Station will host an Air Show on September 21-22, 2019, Links for Life Pink Passion Picnic will be held at the Civic Auditorium on October 23, 2019, the San Joaquin Valley Regional Association of California Counties hosted by Stanislaus County will be held on October 24-25, 2019.**

- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Administration Budget Hearings, Administration Animal Services agreement with the City of Lemoore, Administration employee of the quarter, Agricultural Commissioner cooperative agreement with California Department of Food & Agriculture for the Light Brown Apple Moth Control program, District Attorney's Real Estate Fraud Trust Fund, Public Works Senate Bill 1 funded Kings County Roadway Improvement project, Public Works Agreement to transfer 20A credits to the City of Pismo Beach, Probation electronic monitoring program and Administration UC Davis air quality testing.**

VIII B 14

J. CLOSED SESSION

- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: Child Support Services Director
 - ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
 Negotiators: Rebecca Campbell, Roger Bradley, Leslie McCormick Wilson, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - **Blue Collar SEIU Local 521**
 - **Prosecutors' Association**
 - **Unrepresented Management**
 - **General Unit C.L.O.C.E.A.**
 - **Supervisors' Unit C.L.O.C.E.A.**
- REPORT OUT: Lee Burdick, County Counsel stated that she did not anticipate the Board taking any reportable action in closed session today.**

IX

K. ADJOURNMENT

A Special meeting to conduct County budget hearings will be held on Monday, August 19, 2019 at 9:00 a.m. The next regularly scheduled meeting will be held on Tuesday, August 20, 2017, at 9:00 a.m.

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

<i>FUTURE MEETINGS AND EVENTS</i>		
August 27	9:00 AM	Regular Meeting
August 27	11:00 AM	California Public Finance Authority Regular Meeting
August 27	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
August 27	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
September 3	9:00 AM	Regular Meeting Cancelled in observance of Labor Day, September 2, 2019
September 10	9:00 AM	Regular Meeting
September 10	11:00 AM	California Public Finance Authority Regular Meeting
September 17	9:00 AM	Regular Meeting
September 24	9:00 AM	Regular Meeting
September 24	11:00 AM	California Public Finance Authority Regular Meeting
September 24	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
September 24	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S LIGHT BROWN APPLE MOTH CONTROL PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer contracts with the California Department of Food and Agriculture to provide detection services to prevent the establishment of Light Brown Apple Moth (LBAM) in the County. This Cooperative Agreement continues the County's LBAM Control Program.

Recommendation:

Authorize the Chairman to sign the Cooperative Agreement with the California Department of Food and Agriculture for the County's Light Brown Apple Moth Detection Trapping Program retroactive to July 1, 2019.

Fiscal Impact:

Revenues of \$7,130 for this program are included in the Proposed Fiscal Year 2019-2020 Budget, in Budget Unit 260000, Account 81-512000 (State Aid-Agriculture).

BACKGROUND:

The agreement is for pest detection services to prevent the establishment of the LBAM in the County. LBAM was first discovered in the San Francisco Bay Area in the late fall of 2006. Since then, it has been detected in 28 counties, from Mendocino to San Diego. A Federal Domestic Quarantine Order (DA-2007-42) was established on May 2, 2007 that required, in addition to other actions, additional LBAM trapping to allow continued interstate movement of regulated articles. The County will service pest detection traps according to protocol established by this agreement. The term of this agreement is from July 1, 2019 through June 30, 2020.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
19-0268-028-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: July 1, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: \$7,130.00

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

Exhibit A: Prime Award Information
Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 4 Page(s)

Exhibit C: Payment and Budget Provisions 1 Page

Exhibit D: Federal Terms and Conditions 3 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)
COUNTY OF KINGS

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

680 N Campus Drive, Suite B, Hanford, CA 93230-5923

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A**PRIME AWARD INFORMATION**

Federal Agency:	USDA-APHIS-PPQ
Federal Agreement Number:	Pending
Catalog of Federal Domestic Assistance Number(s):	10.025
Total Amount Awarded to CDFA:	\$5,021,946.00
Effective Dates:	July 1, 2019 through June 30, 2020

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will conduct detection and trapping activities for Light Brown Apple Moth to prevent damage to native plants and crops. Federal Domestic Quarantine Order (DA-2007-42).

Project Title: Light Brown Apple Moth - Detection Trapping

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Victoria Hornbaker	Name:	Jimmy Hook
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230-5923
Phone:	916-262-1102	Phone:	559-852-2830
Email Address:	victoria.hornbaker@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Marc Yee	Name:	
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	
Address:	2800 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-738-6741	Phone:	
Email Address:	marc.yee@cdfa.ca.gov	Email Address:	

**FISCAL CONTACT FOR RECIPIENT
(if different from above):**

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFR Agreement Manager or designee in the form of a formal written amendment.

3. **Governing Law**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. **Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFR. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFR's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

10. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11. Excise Tax

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

12. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

13. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual, if applicable.

23. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in The Federal Travel Regulations and Federal Per Diem Rate Schedule.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.
- F. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 200 or Federal Acquisition Regulation 48 CFR 31.2.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK
Light Brown Apple Moth Program (Detection Trapping)
July 1, 2019 – June 30, 2020

Light Brown Apple Moth was first discovered in the San Francisco Bay Area in the late fall of 2006. Since then, it has been detected in 28 counties, from Mendocino to San Diego. A Federal Domestic Quarantine Order (DA-2007-42) was established on May 2, 2007 that required, in addition to other actions, additional LBAM trapping to allow continued interstate movement of regulated articles. To confirm that areas of the state are free from LBAM, traps are piggybacked alongside existing detection traps.

This agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached projected Work Plan (budget).

Pest Exclusion Advisory No. 37-2015

(http://www.cdfa.ca.gov/countyag/postings/files/PEA_No._37-2015_.pdf) provides additional clarifications regarding authorized expenses that qualify for reimbursement.

Authorized expenses under this Light Brown Apple Moth (LBAM) detection trapping cooperative agreement include:

- I. Personnel Activities**
 - A. Detection Trapping Activities**
 - 1. Trapping Activities
 - 2. Mileage Reimbursement
 - 3. Delimitation Trapping
 - 4. Documentation for LBAM Traps
 - 5. Daily Trapping Summaries (DTS) (Form 60-210)
 - 6. Program Environmental Impact Report
 - B. Other Activities**
 - 1. Administrative Support
 - 2. Reporting
 - 3. Sample Submission
- II. Non-Personnel**
 - A. Supplies**
 - B. Vehicle Mileage**
- III. Reporting/Invoicing**
 - A. Monthly Trapping Report**
 - B. Invoicing/Reimbursement**

I. Personnel Activities: The County agrees to perform the listed activities required by the LBAM State Interior Quarantine (CCR 3434) and Federal Domestic Quarantine Order DA-2016-28 (or more recent version). This agreement is also inclusive of the following:

A. Detection Trapping Activities county entities must follow:

- 1. Trapping Activities**

Trapping activities will be conducted by County personnel following the guidelines and direction found in the attachment, "Light Brown Apple Moth Trapping Guide 2019." Trapping is performed in conjunction with existing detection trapping routes and/or sites (piggybacked) used for other general detection species. Trap

servicings will be reimbursed at three-minutes per trap. These traps should be serviced and maintained by existing general detection trappers. The trapping season for your county should be the same as for general detection trapping, such as for general fruit flies. Consult the CDFA Insect Trapping Guide (https://www.cdfa.ca.gov/plant/pdep/Insect_Trapping_Guide/docs/Insect_Trapping_Guide_web.pdf) for exact months for general pest detection trapping, for example, Section CP (ChamP™ Trap), page 71.

2. Mileage Reimbursement

Mileage reimbursement is not allowed for LBAM traps piggybacked onto general pest detection and glassy-winged sharpshooter sites. Mileage reimbursement may be allowed for associated trapping activities (attend meetings, sample submission, quality control, supervision).

3. Delimitation Trapping

Delimitation trapping may be allowed upon detection of “new location” finds, but only with the approval of LBAM project management.

4. Documentation for LBAM Traps

Incorporate the documentation for LBAM traps into the books used for general pest detection or GWSS programs.

5. Daily Trapping Summaries (DTS) (Form 60-210)

Must be completed daily by each reimbursable trapper and will serve as official documentation of work performed. The DTS must be held available for review by the CDFA audits office for three years but are not turned in to the LBAM Program. To facilitate program audits, the DTS – whether completed daily, weekly, or monthly – must be signed by the individual who performed the work indicated on the summary. This applies to hand completed or electronic summaries.

6. Program Environmental Impact Report

Ensure that all activities are performed following CDFA’s management practices and any necessary mitigation measures as required and consistent with CDFA’s Program Environmental Impact Report (PEIR).

B. Other Activities:

1. Administrative Support

Personnel hours associated with administrative activities such as hiring and/or training personnel, ensure trapping procedures are followed, provide and maintain trapping vehicles, and ensure all documentation of work is complete and accurate of data entry and/or invoicing and trapping reports for LBAM detection trapping.

2. Reporting

Personnel hours associated with entering data into the United States Department of Agriculture Integrated Plant Health Information System (IPHIS) database, completion of the “Monthly Activity Report” and any other data entry required. Use of LBAM Program forms for reporting and inspections is required. Forms created by the County will not be accepted.

3. Sample Submission

Submit samples to the Plant Pest Diagnostics Laboratory, located at 3294 Meadowview Road, Sacramento, CA 95832 via approved method(s). See Collection and Submission of Samples in the attachment, “Light Brown Apple Moth

Trapping Guide 2019.” On a case by case basis, project personnel may have a county divert samples directly to LBAM program personnel. Alternate directions will be agreed upon with the County Agricultural Commissioner ahead of time if that becomes appropriate.

II. Non-Personnel

A. Supplies:

1. **Supplies:** In accordance with 2 CFR 200.94 (<http://www.ecfr.gov/>), supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the LBAM Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges and organization tools.

All records substantiating that the supplies are used for the LBAM Program must be maintained by the county.

- B. **Vehicle Mileage:** The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the Work Plan (budget). If the federal mileage reimbursement rate (<http://www.irs.gov>) fluctuates during the Agreement period, counties must submit invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs: Counties must maintain a single vehicle log per vehicle, and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be submitted as requested.

III. Invoicing/Reporting: Personnel hours associated with the compilation, submittal, and maintenance of the following:

- A. **Monthly Trapping Report:** Submit monthly trapping reports using the LBAM Combined Detection and Regulatory Trapping Survey Report (LBAM-Trapping-Report.xls Excel spreadsheet) by close of business the 5th day of each month. **Please submit the Report electronically to maryjean.sawyer@cdfa.ca.gov.**

- B. **Invoicing/Reimbursement:** Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred to lbaminvoices@cdfa.ca.gov. Note – payment is contingent upon receipt of trapping reports for that month. **Invoices will not be approved for payment if monthly trapping reports have not been submitted.**

1. **Allowable Costs:** All invoiced expenses must fall within the parameters of this “Scope of Work” and must be directly related to administering and conducting LBAM detection trapping activities.

2. **Hourly Rate(s) on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan (budget) that conducted LBAM quarantine response and regulatory enforcement activities.

3. **Personnel on Invoice Must Match Work Plan (Budget):** Invoices must reflect work performed by personnel classifications listed on the Work Plan (budget).

4. **Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to CDFA, but must be retained by the County and shall be made available upon request for audit purposes.
5. **Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with the Office of Management and Budget (OMB) requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the scope of work (work plan).

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work (work plan). On a related note, mileage rates used on invoices must be the same as contained in the work plan. CDFA will send an email that will notify Counties of new rates (current rate \$0.58) if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, communications, etc.) for which the County will seek reimbursement under the cooperative agreement must be directly related to the cost of administering and conducting the program, and documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the scope of work (work plan).

The following citations are requirements outlined in OMB Circulars and Federal Cost Principles applicable to your agency/organization.

State, Local and Indian Tribal Governments:

- 2 CFR 200 (<http://www.ecfr.gov>), Uniform administrative requirements, cost principles, and audit requirement for federal awards.
- 2 CFR 225, Cost Principles (formerly OMB Circular A-87), see Cost Allocation Plans and Attachment B, 8. Compensation for personal services, h. Support of Salaries and wages.

6. **Submission of Monthly Invoice:** Invoices must be emailed to lbaminvoices@cdfa.ca.gov or Marc Yee (marc.yee@cdfa.ca.gov).

Contact Marc Yee with any questions regarding invoicing or reimbursement by email or by calling (916) 262-1102.

Light Brown Apple Moth Trapping Guide 2019

PROGRAM: Light Brown Apple Moth (LBAM) Trapping (Detection)

TYPE OF TRAP: Jackson Trap

The delta-shaped Jackson trap is made of plastic-coated cardboard. A sticky insert on the bottom captures moths. The pheromone septum is placed in the stickum on the trap insert. If the pheromone septum is lost due to wind or other factors, use a Medfly lure basket to secure the pheromone septum.



Photos by CDFA

The trap consists of four parts: trap body, insert, septum, and trap hanger.

ATTRACTANT: A mixture of (E)-11-tetradecenyl acetate (96%) and (9E, 11E)-9, 11-tetradecadienyl acetate (4%).

DETECTION TRAPPING SEASON:

Counties that are not part of the contiguous LBAM regulated area, normally manage year-round detection trapping programs - continue with 14-day service intervals. Currently these are:

Los Angeles	Orange	Riverside	San Bernardino
San Diego	Santa Barbara	Ventura	

Counties that are not part of the contiguous LBAM regulated area, and do not trap year-round - all trapping will be conducted during the normal detection trapping season with 14-day service intervals. Currently these are:

Amador	Butte	Calaveras	Colusa
El Dorado	Fresno	Glenn	Kern
Kings	Lake	Madera	Mariposa
Mendocino	Merced	Nevada	Placer
San Luis Obispo	Shasta	Stanislaus	Sutter
Tehama	Tulare	Tuolumne	Yuba

Counties that are partially within the contiguous LBAM State regulated area will trap in the portion of the county that is outside the contiguous LBAM regulated area boundaries (includes detection trapping in areas outside of the contiguous regulated area) during the normal detection trapping season. These currently are:

Alameda	Contra Costa	Marin	Monterey
Napa	Sacramento	San Benito	San Joaquin
Santa Clara	Solano	Sonoma	Yolo

Counties that are completely within the LBAM regulated area and surrounded by partially infested counties, will not include LBAM trapping in the normal detection trapping season. These currently are:

Revised 03-12-2019

San Francisco

San Mateo

Santa Cruz

Counties where LBAM trapping is not biologically warranted will not include LBAM trapping in the normal detection trapping season. These currently are:

Alpine

Del Norte

Humboldt

Imperial

Inyo

Lassen

Modoc

Mono

Plumas

Siskiyou

Sierra

Trinity

DETECTION TRAP DENSITY: Statewide, outside of a regulated area - Use up to five traps per square mile piggybacked onto existing trap sites. Existing trap sites would generally be Mediterranean fruit fly (Medfly) or glassy-winged sharpshooter (GWSS) locations. However, other trap sites may be utilized if Medfly or GWSS sites are not available.

CROPLAND TRAP DENSITY: Federally Regulated County, outside of a regulated area - Trapping for LBAM must occur on each premises or farm in an LBAM area that ships regulated articles interstate in areas 1.5 miles or more from a LBAM detection site. Trapping for LBAM must occur at a trapping density of one trap per square mile in cropland areas.

INSPECTION FREQUENCY:

Detection Trapping – Once every 14 days

Nursery and Cropland Trapping – Once every 30 days.

Delimitation Survey:

All Counties*

When a confirmed LBAM is trapped outside the regulated area, pheromone baited Jackson traps may be placed uniformly over a four-square mile area with twenty-five traps placed in each of the square miles. A total of 100 traps will be deployed. All traps should be placed within 72 hours and inspected once within the first seven days. Traps should be serviced every 14 days thereafter for a period equal to two generations beyond the date of the last LBAM detection. This period is determined by a temperature-dependent developmental model maintained by the LBAM program personnel in Sacramento.

* For the counties listed below, all of the above applies with the following exception. If LBAM delimitation traps are deployed for a single adult, the full array of required traps will only be maintained from April 1-Oct 31. The find site must be trapped during the full delimitation period at 14-day servicing intervals. This difference is based on LBAM biology.

Amador
Mariposa

Calaveras
Mendocino

El Dorado
Nevada

Lake
Tuolumne

HOSTS: The moth has a wide-range of unrelated hosts including: apple, pear, peach, apricot, blackberry, raspberry, citrus, persimmon, avocado, oak, willow, walnut, poplar, cottonwood, alder, pine, and eucalyptus.

SELECTION OF TRAPPING SITES: Deploy detection and nursery traps onto any existing trapping site. Cropland traps are generally not piggybacked. Piggybacking traps in this manner will allow for rapid deployment, efficient servicing, and reduce program expenses. Ideally, the trap should be placed at least 10 feet from any existing trap. However, piggybacking traps takes priority over the 10-foot separation.

HANGING THE TRAP: Assemble the trap by first writing the trap number and date of deployment on both the trap body and the sticky insert. Trap numbers for this pest will include the identifying letters "LB" (in place of "MF", "OF", "ML", etc.). The trap body is then opened; the bottom is pushed upward and firm pressure is applied laterally. THIS

IS IMPORTANT! When pressure is released, the trap bottom will remain flat. The sticky insert is slid into place. It will fit tightly, if properly done. Tear open the septum package and slide the lure onto the insert without touching the lure or the inside of the package with your fingers. Forceps or tweezers may be used for septum placement if necessary. The lure is placed directly onto the center of the sticky insert on its side, use a Medfly lure basket to secure the pheromone septum in windy areas (DO NOT BLOCK THE OPENING OF THE SEPTUM WITH STICKUM!). The trap may be placed in any host tree that fits the following placement criteria – in the upper 1/3 to 1/2 of the tree canopy, and 1/3 to 2/3 the distance from the trunk to the outer edge of the foliage. It is important that neither end of the trap is blocked by foliage. The presence or absence of ripe fruit is not a factor in hanging the trap. Shade is not as critical for this trap as for the fly traps.

TRAP INSPECTION AND SERVICING: When inspecting traps, the following steps should be taken:

1. Remove the trap from the tree.
2. Pull out insert and examine entire area of stickum.
3. Remove leaves and debris from stickum as moths could be beneath these objects. Be certain that the sticky surface is not rendered less effective by dust or debris. The stickum must remain optimally sticky to capture moths.
4. If no moths are found, replace insert, date trap, and rebait, if necessary, according to the recommended baiting interval and suggested handling techniques.
5. Change inserts every month or more often as needed. Always change the trap body, insert and lure when relocating the trap. Mark with the new trap number and current date, make sure to note this on the insert as well.
6. Replace lure according to the schedule below. Avoid contamination when handling lures or lure packages. Use forceps if necessary for placement of septum on to insert.
7. Trap bodies eventually lose their shape, become filled with trap servicing data, or otherwise deteriorate. When this occurs, they should be replaced.

COLLECTION AND SUBMISSION OF SAMPLES: The entire trap insert, containing the suspect moth, should be collected for supervisory review. Specimens submitted to Sacramento within 24 hours after a supervisor deems it to be necessary. Specimens should be cut from the stick insert and placed in a dry vial for submission. Send the specimen to Sacramento via overnight delivery with a Standard Form 65-020, "Pest and Damage Record" (PDR). Be sure the identification slip and the outside of the package are marked "RUSH". Include the trap number in the "Remarks" section of the PDR Form.

BAITING INTERVAL: Change the septum every six weeks or sooner if temperature is above 95 degrees F for a period of time.

TRAP RELOCATION: Relocate the trap on the same relocation interval as the trap with which it is piggybacked. If this trap is not being piggy-backed, relocation is not necessary unless host is removed and no other suitable host is available.

Non-Detection Salaries

1 0
2 0
3 0
4 0
5 0
6 0
7 0
8 0
9 0
10 0

HOURLY RATE w/o BENEFITS	HOURS	SALARY
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
Subtotal:		\$0.00

Non-Detection Staff Benefits

1 0
2 0
3 0
4 0
5 0
6 0
7 0
8 0
9 0
10 0

BENEFIT RATE (%)	SALARY	BENEFIT COST
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
Subtotal:		\$0.00

NON-DETECTION STAFF SUBTOTAL: \$0.00

0 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$0.00	\$0.00	\$0.00
Detection:		\$0.00
Non-Detection:		\$0.00
Overhead:		\$0.00
TOTAL PERSONNEL COST :		\$0.00

C. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.,)

Description

a.
b.
c.
d.

Cost

\$0.00	
\$0.00	
\$0.00	
\$0.00	
TOTAL SUPPLY COST:	\$0.00

D. VEHICLE OPERATIONS (non-detection related)

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER MONTH	COST PER MILE*	COST
0	0	0	\$0.58	\$0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

State Fiscal Year 2019-2020 LBAM Trapping Invoice Total Cost*: \$0.00**

*****Any variances are due to rounding to the whole dollar.**

COMMENTS:

KINGS	COUNTY DEPARTMENT OF AGRICULTURE Light Brown Apple Moth Work Plan State Fiscal Year 2019-2020 (July 1, 2019 to June 30, 2020)
Piggybacked Detection Trapping	

Rev. March 2019

A. CONTACT INFORMATION

KINGS COUNTY
680 N. CAMPUS DR, SUITE B
HANFORD, CA 93230
Lynda Schrupf

B. PERSONNEL

DETECTION

<u>Detection Trapper(s)</u>	TIME FACTOR	TRAPS	SERVICINGS	HOURS
1 Ag & Standards Aide	0.05	214	11	118
2 Ag & Standards Inspector	0.05	214	2	21
3	0.05			0
4	0.05			0
5	0.05			0
6	0.05			0
7	0.05			0
8	0.05			0
9	0.05			0
10	0.05			0

<u>Detection Salaries</u>	w/o BENEFITS	HOURS	SALARY
1 Ag & Standards Aide	\$20.38	118	\$2,405.00
2 Ag & Standards Inspector	\$34.20	21	\$718.00
3 0		0	\$0.00
4 0		0	\$0.00
5 0		0	\$0.00
6 0		0	\$0.00
7 0		0	\$0.00
8 0		0	\$0.00
9 0		0	\$0.00
10 0		0	\$0.00
Subtotal:			\$3,123.00

<u>Detection Staff Benefits</u>	BENEFIT RATE (%)	SALARY	BENEFIT COST
1 Ag & Standards Aide	40.0000%	\$2,405.00	\$962.00
2 Ag & Standards Inspector	40.0000%	\$718.00	\$287.00
3 0	0.0000%	\$0.00	\$0.00
4 0	0.0000%	\$0.00	\$0.00
5 0	0.0000%	\$0.00	\$0.00
6 0	0.0000%	\$0.00	\$0.00
7 0	0.0000%	\$0.00	\$0.00
8 0	0.0000%	\$0.00	\$0.00
9 0	0.0000%	\$0.00	\$0.00
10 0	0.0000%	\$0.00	\$0.00
Subtotal:			\$1,249.00

DETECTION STAFF SUBTOTAL: \$4,372.00

NON-DETECTION

<u>Non-Detection Staff</u>	HOURS/DAY	TOTAL WORK DAYS	HOURS
1 Ag & Standards Inspector	1.00	6.00	6
2 Deputy Agricultural Commissioner-Sealer	1.00	8.00	8
3 Clerical	2.00	8.00	16
4			0
5			0
6			0
7			0
8			0
9			0
10			0



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

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

SUMMARY:

Overview:

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

Recommendation:

Receive and file the Annual Report of the Real Estate Fraud Prosecution Trust Fund Program pursuant to California Government Code section 27388 for the period of July 1, 2018 through June 30, 2019.

Fiscal Impact:

The beginning fund balance on July 1, 2018 was \$237,668, and the total real estate document fees collected during the fiscal year was \$34,571 this brings the total program revenue to \$272,239 in Fund 3895 account number 81627010. Total expenses amounted to \$1,781; as a result, the fund balance as of July 1, 2019 is \$270,458.

BACKGROUND:

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

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ANNUAL REPORT OF THE REAL ESTATE FRAUD PROSECUTION TRUST FUND PROGRAM

August 20, 2019

Page 2 of 3

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

Real Estate Fraud Prosecution Program Caseload and Financial Data Summary

I. Case Statistics

1. Name of reporting county:	Kings
2. Reporting Period (Fiscal Year):	FY 18-19
3. Number of referrals entering in the fiscal year:	3
4. Number of referrals initiated during the fiscal year:	4
5. Total number of referrals:	7
6. Number of investigations entering in the fiscal year:	3
7. Number of investigations initiated in the fiscal year:	4
8. Total number of investigations:	7
9. Number of filed cases entering in the fiscal year:	0
10. Number of filed cases initiated in the fiscal year:	3
11. Total number of filed cases:	3
12. Number of victims in filed cases entering in the fiscal year:	0
13. Number of victims in filed cases initiated in the fiscal year:	3
14. Total number of victims in filed cases:	3
15. Number of convictions obtained in the fiscal year:	0
16. Aggregate monetary loss suffered by victims for cases entering in the fiscal year:	\$69,540
17. Aggregate monetary loss suffered by victims for cases initiated during the fiscal year:	unknown
18. Aggregated monetary loss suffered by victims in cases in which there has been an investigation, filing, or conviction:	unknown

Agenda Item

ANNUAL REPORT OF THE REAL ESTATE FRAUD PROSECUTION TRUST FUND PROGRAM

August 20, 2019

Page 3 of 3

II. Accounting

19. Beginning fund balance in Real Estate Fraud Prosecution Trust Fund:	\$237,668
20. Real estate document fees collected:	\$34,571
21. Total program revenue:	\$272,239

Program expenditures for fiscal year:

22. Salaries and benefits:	\$0
23. Operation and support costs:	\$ 1,781
24. Administrative fees: <i>(retained by County Clerk-Recorder's Office for Fund Admin.)</i>	\$0
25. Total program expenditures:	\$0
26. Non Real Estate Fraud Prosecution Trust Fund monies used to fund activities in the fiscal year:	\$0
27. Ending balance in Real Estate Prosecution Trust Fund:	\$270,458
28. Was Real Estate Prosecution Trust Fund money used distributed to a law enforcement agency other than the district attorney's office in the fiscal year?	No

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

<u>Category</u>	<u>Amount</u>
Net program revenue funds received by the District Attorney	\$1,781
Salary and Benefits: District Attorney Investigators	-
<u>Subtotal Salary and Benefits</u>	\$0
Real Estate Fraud Prosecution	-
<u>Subtotal Services/Supplies/Equipment</u>	\$1,781
Total Funds Expended	\$1,781
Unmet Program Cost to the District Attorney's Office	\$0



1400 West Lacey Blvd.
Hanford, CA 93230

Office of the District Attorney
County of Kings

KEITH L. FAGUNDES
District Attorney



(559) 582-0326
FAX (559) 583-9650

August 20, 2019

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

Re: Real Estate Fraud Prosecution Trust Fund – Annual Report, Fiscal Year 2018-19.

To Whom It May Concern:

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

Real Estate Fraud Prosecution Program Caseload and Financial Data Summary

I. Case Statistics

	Kings
	FY 18-19
1. Name of reporting county:	3
2. Reporting Period (Fiscal Year):	4
3. Number of referrals entering in the fiscal year:	7
4. Number of referrals initiated during the fiscal year:	3
5. Total number of referrals:	4
6. Number of investigations entering in the fiscal year:	7
7. Number of investigations initiated in the fiscal year:	0
8. Total number of investigations:	3
9. Number of filed cases entering in the fiscal year:	3
10. Number of filed cases initiated in the fiscal year:	3
11. Total number of filed cases:	0
12. Number of victims in filed cases entering in the fiscal year:	3
13. Number of victims in filed cases initiated in the fiscal year:	3
14. Total number of victims in filed cases:	3

- | | |
|--|----------|
| 15. Number of convictions obtained in the fiscal year: | 0 |
| 16. Aggregate monetary loss suffered by victims for cases entering in the fiscal year: | \$69,540 |
| 17. Aggregate monetary loss suffered by victims for cases initiated during the fiscal year: | unknown |
| 18. Aggregated monetary loss suffered by victims in cases in which there has been an investigation, filing, or conviction: | unknown |

II. Accounting

- | | |
|---|------------------|
| 19. Beginning fund balance in Real Estate Fraud Prosecution Trust Fund: | \$237,668 |
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| 21. Total program revenue: | \$272,239 |

Program expenditures for fiscal year:

- | | |
|---|------------------|
| 22. Salaries and benefits: | \$0 |
| 23. Operation and support costs: | \$ 1,781 |
| 24. Administrative fees:
<i>(retained by County Clerk-Recorder's Office for Fund Admin.)</i> | \$0 |
| 25. Total program expenditures: | \$0 |
| 26. Non Real Estate Fraud Prosecution Trust Fund monies used to fund activities in the fiscal year: | \$0 |
| 27. Ending balance in Real Estate Prosecution Trust Fund: | \$270,458 |
| 28. Was Real Estate Prosecution Trust Fund money used distributed to a law enforcement agency other than the district attorney's office in the fiscal year? | No |

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

<u>Category</u>	<u>Amount</u>
Net program revenue funds received by the District Attorney	\$1,781
Salary and Benefits: District Attorney Investigators	-
<u>Subtotal Salary and Benefits</u>	\$0
Real Estate Fraud Prosecution	-
<u>Subtotal Services/Supplies/Equipment</u>	\$1,781
Total Funds Expended	\$1,781
Unmet Program Cost to the District Attorney's Office	\$0

III. Contact Person

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

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

Sincerely,

VERONICA MELLO
Fiscal Analyst



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

SUBMITTED BY: Fire –Clay Smith/ Amanda Verhaege

SUBJECT: MEMORANDUM OF AGREEMENT WITH THE FEDERAL EMERGENCY
MANAGEMENT AGENCY FOR ACCESS TO THE INTEGRATED PUBLIC
ALERT AND WARNING SYSTEM

SUMMARY:

Overview:

Signing this agreement will establish a management agreement granting Kings County access from the Federal Emergency Management Agency (FEMA) to the Integrated Public Alert and Warning System (IPAWS)-Open platform. This platform combined with the current mass notification system will allow local authorized public officials to deliver alert messages during emergencies to save lives and protect property.

Recommendation:

1. Authorize the Chairman of the Board to sign the Memorandum of Agreement with the Federal Emergency Management Agency for access to the Integrated Public Alert and Warning System (IPAWS)-Open platform.
2. Authorize the Kings County Fire Chief to sign any additional forms needed for IPAWS-Open Access.

Fiscal Impact:

The software to access IPAWS is included in the current alerting system service package with the vendor, Everbridge, Inc. FEMA does not charge for access to the system; therefore, there is no cost outside of personnel time for completing the required free training to access the system.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR ACCESS TO THE INTEGRATED PUBLIC ALERT AND WARNING SYSTEM

August 20, 2019

Page 2 of 2

BACKGROUND:

IPAWS is a single interface that combines Emergency Alert Systems (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather radio, and other public alerting systems in a single interface to enable information interoperability across emergency organizations and systems. Local jurisdictions are encouraged to sign up for IPAWS. The contract between Kings County and Everbridge provides the software to utilize IPAWS; however, the County must enter into a MOA with FEMA to use the system and sign the MOA to establish a Collaborative Operating Group (COG). The function of this COG is a partnership between the County and FEMA to send local alert messages through the federal system and details— the operating considerations of this group including communications lines, standards, and requirements of the system. It further details security processes, software, and training requirements for accessing the portal.

Currently, the mass notification system is set up to send notifications to residents from yellow page, white page, and 911 data, as well as additional data that was purchased from the mass notification system vendor, Everbridge, Inc. The California Alert and Warning Guidelines (2019) developed by Cal-OES recommend that each operational area have alerting authority through the IPAWS Open system for emergencies within their operational area. Limitations exist for utilizing the IPAWS system alone; as a result, Kings County Office of Emergency Management plans to conduct a community outreach campaign to encourage opting into the KC Alert system. Additionally, procedural protocols for using this system are in progress and will be included in an upcoming revision to the Public Information and Warning Annex of the Kings County Emergency Operations Plan.

The agreement with FEMA is a document that is For Official Use Only (FOUO). Due to the federal requirements around security and confidentiality protocols governing this system, the text of this agreement has not been provided with this agenda item.

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski
SUBJECT: SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

SUMMARY:

Overview:

Kings County Public Works staff has prepared plans and specifications to improve approximately thirteen (13) miles of County roadways utilizing Senate Bill-1 (SB-1) funding. The project will consist of Hot Mix Asphalt Concrete Overlay at various locations including intersection and driveway transitions.

Recommendation:

Approve the Plans and Specifications, and authorize the Public Works Department to advertise the Senate Bill-1 Funded Kings County Roadway Improvement project.

Fiscal Impact:

This project will not impact the General Fund as funding will be provided by the County Road Fund as shown in the Final Fiscal Year (FY) 2019-2020 Budget, in Budget Unit 311000, Account 8222135 utilizing SB-1 resources.

BACKGROUND:

SB-1 is a transportation investment to rebuild California by providing funding to repair streets, highways, and bridges in communities across the State. Kings County has received a significant influx of new revenue to invest in the local road system from SB-1, which was enacted on April 28, 2017. This measure was in response to California's significant funding shortfall to maintain the State's multimodal transportation network. SB-1 provides for inflationary adjustments so that the purchasing power of the revenue does not diminish as it has in the past. The bill prioritizes funding towards maintenance, rehabilitation, and safety improvements on State

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

August 20, 2019

Page 2 of 2

highways, local streets, roads, and bridges, and to improve trade corridors, transit, and active transportation facilities. Other eligible uses include traffic signals and drainage improvements. County roads will also be eligible to compete for additional funding for active transportation and congested corridor projects. The paving of these segments was approved by your Board on April 23, 2019 and reported to the State as required by SB-1.

Below is the SB-1 FY 2018-2019 roadway segments as approved by your Board as Resolution 18-030 on April 17, 2018:

Excelsior Avenue	19 th Avenue to 22 nd Avenue
Grangeville Blvd.	18 th Avenue to SR41
10 th Avenue	Whitley Avenue to Nevada Avenue
Kansas Avenue	10 ^{1/2} Avenue to 12 th Avenue
Kansas Avenue	14 th Avenue to 16 th Avenue
Houston Avenue	11 th Avenue to 12 th Avenue
Flint Avenue	11 th Avenue to SR43
Fargo Avenue	12 th Avenue to 13 th Avenue



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

SUBMITTED BY: Public Works Department – Kevin McAlister
SUBJECT: AGREEMENT TO TRANSFER RULE 20A CREDITS TO CITY OF PISMO BEACH

SUMMARY:

Overview:

The County has approximately \$1.697M in Pacific Gas & Electric (PGE) credits to underground overhead utilities. The County has no pending projects that qualify for these funds, and has been approached by the City of Pismo Beach to sell \$220,000 of these credits at 35 cents on the dollar, totaling \$77,000.

Recommendation:

Adopt a Resolution authorizing the Director of Public Works to sign agreements transferring Rule 20A credits to the City of Pismo Beach to complete their underground utility project.

Fiscal Impact:

This one-time amount of \$77,000 will be revenue to the County, and will be deposited into Budget Unit 110900 (General Fund Revenues), Account 81720005 (Other Revenue), and will be utilized to offset Public Works expenditures for Fiscal Year 2019-2020.

BACKGROUND:

Rule 20A is a tariff that was put in place by the California Public Utilities Commission (CPUC), and mandates that certain public utilities spend a designated amount of their annual income on converting overhead lines to underground facilities. The projects are selected by local agencies and must meet certain criteria such as areas where there are heavy concentrations of overhead electric facilities, high volume of pedestrian or vehicle traffic, and areas of unusual scenic interest to the general public. Kings County has difficulty finding areas that qualify for the use of this funding, and the County has no plans for future projects.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT TO TRANSFER RULE 20A CREDITS TO CITY OF PISMO BEACH

August 20, 2019

Page 2 of 2

There are no rules against giving or selling these credits. In the past the County has given credits to the cities of Lemoore and Hanford. The City of Pismo Beach has a project which is short of Rule 20A funds, and has asked that Kings County consider transferring credits to their account for which they are willing to pay 35 cents on the dollar. The County previously transferred \$670,000 in credits to the City, and they now find themselves \$220,000 short of completing their project, and are requesting consideration of this additional transfer.

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

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

IN THE MATTER OF AUTHORIZING
THE DIRECTOR OF PUBLIC WORKS TO SIGN
ALLOCATION DISBURSEMENT AGREEMENTS
WITH THE CITY OF PISMO BEACH _____/

RESOLUTION NO. _____

WHEREAS, the California Public Utilities Commission (CPUC) has established utility fund allocation credits for undergrounding of existing overhead utilities of Pacific Gas and Electric Company (PG&E) based on criteria defined under Tariff Rule 20A; and

WHEREAS, the County of Kings' use of fund credits for the Underground Utility Districts are prioritized by the Board of Supervisors; and

WHEREAS, the Board of Supervisors seeks to implement underground utility district projects in cooperation with PG&E; and

WHEREAS, The City of Pismo Beach has requested the County's assistance in procuring the County Tariff Rule 20A allocations necessary to complete the City's underground utility district project.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Board of Supervisors authorize the Director of Public Works to execute an agreement on behalf of the County with the City of Pismo Beach regarding the following subject matters:
 - a. The transfer of County Tariff Rule 20A to the City of Pismo Beach contingent upon the following:
 - i. The City of Pismo Beach agrees to pay the County a fee equal to 35% of the total allocations requested.
 - ii. Kings County agrees to disburse requested allocations to the City of Pismo Beach once this fee has been paid.
 - b. The final amount of allocations to be transferred under this agreement is left to the sole discretion of the Director of Public Works.
 - c. Any such agreements must be approved as to form by County Counsel.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 20th day of August, 2019, by the following vote:

AYES: Supervisor
NOES: Supervisor
ABSENT: Supervisor
ABSTAIN: Supervisor

Joe Neves, Chairman Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this 20th day of August, 2019.

Catherine Venturella
Clerk of the Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Kyria Martinez
SUBJECT: ANIMAL CONTROL SERVICES AGREEMENT WITH THE CITY OF LEMOORE

SUMMARY:

Overview:

On May 8, 2018, Kings County (County) and City of Lemoore (City) entered into an agreement for animal control services (Agreement No. 18-032). The term of that agreement expired on June 30, 2019. The County submitted a new agreement to the City, which the City Council approved on August 6, 2019. The agreement is now ready for the Board’s consideration of approval.

Recommendation:

Authorize the Chairman to sign the City-County agreement for animal control services with the City of Lemoore retroactive for the period of July 1, 2019 through June 30, 2020.

Fiscal Impact:

The fee structure of the proposed agreement is consistent with the existing fee structure of the prior agreement. The estimated cost to the City for this agreement in Fiscal Year 2019-2020 is approximately \$190,000. The estimated cost of this agreement is based upon the estimated cost the County will experience for providing Animal Control Services to the City as it appears in the County’s annual budget. This cost is calculated based on the City’s population as a percentage of the total population served of all participating agencies. Population numbers are taken from the California Department of Finance Population for Cities, Counties, and State estimates. Actual costs are apportioned using this same population methodology and sent to the City to ensure that the County recovers the full cost of the service.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ANIMAL CONTROL SERVICES AGREEMENT WITH THE CITY OF LEMOORE

August 20, 2019

Page 2 of 2

BACKGROUND:

The scope of services will include kenneling services for animals brought to the County's Animal Control facility from the City. The City employs staff assigned to animal control, thus City personnel will handle all local calls for service.

The County has added an Exhibit A to the agreement that lists the duties of the County's animal shelter once the animals are admitted to the County.

The agreement is for a term of one year, with a termination date of June 30, 2020; however, there is an option to renew the agreement for an additional five (5) years, in one-year increments.

The proposed agreement is on file with the Clerk of the Board and has been approved as to form by County Counsel.

EXHIBIT A

SCOPE OF WORK

- A. Provide and operate an animal control shelter and care facility, including all necessary buildings, structures, grounds, spaces, and equipment, and animal shelter services as may be necessary to properly receive, maintain, care, and provide for the appropriate disposition of animals that come within the legal animal control authority and responsibility of the City. Such services shall include the following:
- 1) Receive and evaluate stray animals brought in by the City;
 - 2) Provide food, water, shelter, emergency, routine, and preventative medical care, and evaluations of the animals' health, temperament, and condition;
 - 3) Clean and disinfect kennels and cages and other shelters as needed;
 - 4) Provide necessary grooming, flea and tick control, and rodent control for animals being housed by the County;
 - 5) Provide euthanasia services when deemed necessary, as well as animal body storage, removal, and disposal;
 - 6) Provide housing and care for animals from the City that are subject to a rabies quarantine period (i.e., 10 days); and
 - 7) Receive and take care of injured or orphaned wildlife found in the City as deemed appropriate by the County.
- B. County will comply with any and all applicable local, state, and federal laws or regulations regarding the services set forth above.
- C. Spay and neuter services for animals who have either been reclaimed at the shelter by their owner(s) or animals who are available for adoption shall be provided as part of these services, subject to any fees charged to the owner(s) or adopting individual(s). Spay and neuter services for feral cats living within the City and brought into the shelter shall be borne by the County.

AGREEMENT BETWEEN
THE COUNTY OF KINGS AND
THE CITY OF LEMOORE
FOR THE PROVISION OF ANIMAL CONTROL SERVICES

THIS AGREEMENT is entered into this 6th day of August 2019, by and between the COUNTY OF KINGS, hereinafter referred to as "County," and the CITY OF LEMOORE, hereinafter referred to as "City."

RECITALS

WHEREAS, the City is desirous of contracting with the County for the performance of animal control functions within its boundaries by the County of Kings through the Animal Control Division of the Kings County Sheriff's Office; and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions set forth below; and

WHEREAS, such contracts are authorized and provided for under the provisions of Sections 51300 *et seq.* and 54980 *et seq.* of the Government Code.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICE AREA.

The County agrees, through the Animal Control Division of the Sheriff of the County of Kings (hereinafter "Animal Control"), to provide animal control and kennel services ("Services") within the corporate limits of the City of Lemoore to the extent and in the manner set forth in this Agreement.

2. SCOPE OF SERVICES.

(a) Services to be Provided: Except as otherwise hereinafter specifically set forth, Services shall include those Services as set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein as if set forth in full.

(c) Reporting: Animal Control shall provide to the City a quarterly report of Services provided under this Agreement.

(d) Coordination: The City and Animal Control shall each designate a specific individual and alternates to make or receive requests and to confer upon matters concerning the delivery of Services.

3. DISPUTE RESOLUTION.

Should a dispute or problem arise between the parties regarding the administration of this Agreement or any of the Services to be provided hereunder, the County's Sheriff and the City

Manager, or their respective designees, shall meet and confer in good faith in an attempt to resolve the matter prior to either party initiating judicial action.

4. CONTROL OF SERVICES.

The rendition of Services, the standards of performance, the discipline of animal control officers, and other matters incident to the performance of Services, and the control of personnel so employed, shall remain with the County, provided, however, that, if in the judgment of the City Manager or his designee, if any County animal control employee assigned to duty under this Agreement is not satisfactory to the City, the City Manager may so notify the Sheriff in writing and within thirty (30) days of receipt of such written notification, the Sheriff shall respond in writing thereto.

5. PERSONNEL.

All persons employed by the County in the performance of Services for City under this Agreement shall be County employees, and no such person shall have any, or be entitled to any, City benefit, pension, civil service status, or right of employment.

(a) City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing Services hereunder for said City.

(b) City shall not be liable for compensation of or indemnity to any County officer or employee for injury or sickness arising out of such employment.

6. CITIZEN COMPLAINTS.

All citizen complaints from City residents regarding services provided pursuant to this Agreement shall be investigated and resolved by the County through its normal review procedures.

7. LIMITATIONS ON CONTRACTS.

(a) No person or organization shall be a third party beneficiary of this Agreement.

(b) Neither party to this Agreement may assign its rights, privileges, benefits, or responsibilities hereunder to any other party without the express prior written authorization of the other party to this Agreement.

8. BREACH OF CONTRACT.

Should either party breach this Agreement, the parties shall utilize the dispute resolution procedures described above to resolve the breach prior to initiating any formal judicial action or terminating this Agreement. The County shall continue to provide Services and the City shall continue to compensate the County for said Services during the dispute resolution process. A breach of this Agreement by either party may be cause for termination of this Agreement if the parties are unable to agree upon a cure.

9. INDEMNIFICATION.

The parties shall indemnify, defend, and hold each other, their Board members, Council members, officers, agents, and employees harmless from any and all loss, damage, or injury to any person or property, to the extent that such loss, damage, or injury is caused by the indemnifying party's gross negligence or intentional misconduct related to the provision of Services to the City.

10. INSURANCE.

Each party shall maintain a policy or policies of insurance (or self-insurance covering same) in force at all times during the performance of this Agreement in the minimum limits of liability as stated herein:

(a) Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence;

(b) Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence; and

(c) Worker's Compensation coverage to the extent required by law.

(d) Evidence of compliance with said insurance requirements shall promptly be supplied in writing if requested by the other party.

11. RESOURCES.

(a) Except as otherwise agreed, the County shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain the level of Services to be rendered in accordance with the terms of this Agreement. The County and the City shall retain title to the property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

(b) Notwithstanding the foregoing, it is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by said City at its own cost and expense.

12. ANNUAL COST OF SERVICES.

County shall notify City no later than the April 15th prior to the anniversary date of this Agreement, of the estimated cost of providing Services hereunder for the ensuing fiscal year. The estimated cost shall be based upon the estimated cost to the County for providing Services to the City as it appears in the County's annual budget, which shall include, but not be limited to, the salaries and benefits, services and supplies, fixed assets, and any additional costs to the County for insuring itself against the liability and the risks associated with undertaking the Services provided hereunder, less any applicable revenue that is generated to offset those costs.

The estimate will include an independent calculation of Field Service Costs and Shelter Service Costs. Estimated costs shall be calculated based on the City's percentage of total population of all participating agencies' populations as it appears in that fiscal year's budget instructions, which shall be based on the prior fiscal year's California Department of Finance and the 2010 U.S. Census figures, which shall be updated each fiscal year.

The City shall pay the County the amount calculated for Services on a quarterly basis. The quarterly payments shall be made no later than thirty (30) days after the quarterly bill is sent. Notwithstanding this provision, the Sheriff may, in his sole discretion, manage resources, including the reduction of staffing, support services, and other services, to equalize the fees received with the costs of providing Services.

13. TERM.

Unless sooner terminated as provided for herein, this Agreement shall commence on July 1, 2019, and remain in effect until June 30, 2023.

14. TERMINATION.

This Agreement may be terminated at any time by either party upon 180 days prior written notice to the other party of its intention to terminate the Agreement.

15. AMENDMENTS.

The parties hereto agree that each has had adequate opportunity to discuss and include in this Agreement any and all matters. Therefore, the parties hereto agree that this Agreement may only be amended by mutual written consent of both parties, and neither party is obligated to meet to discuss any amendments hereto.

16. NOTICE.

All communications between the parties hereto shall be provided as follows:

For the City: Lemoore City Manager
Lemoore City Offices
711 West Cinnamon Drive
Lemoore, CA 93245

For the County: Kings County Sheriff
Kings County Government Center
1444 West Lacey Blvd.
Hanford, CA 93230

County Administrative Officer
Kings County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

23. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES.

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

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

This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

24. AUTHORITY.

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


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as the day and year first above written.

CITY OF LEMOORE


COUNTY OF KINGS

By: 
Eddie Neal, Mayor
Lemoore City Council

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

APPROVAL AS TO FORM
LEMOORE CITY ATTORNEY

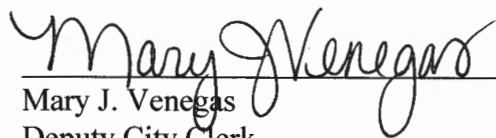
APPROVAL AS TO FORM
Lee Burdick, COUNTY COUNSEL

By: 
Jenell Van Bindsbergen
City Attorney

By: _____
Carrie R. Woolley
Deputy County Counsel

ATTEST:

ATTEST:


Mary J. Venegas
Deputy City Clerk

Clerk of the Board of Supervisors

Attachments:

Exhibit A: Scope of Work



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

SUBMITTED BY: Community Development Agency- Greg Gatzka/Chuck Kinney

SUBJECT: AGREEMENT BETWEEN LAKESIDE PIPELINE, LLC AND COUNTY FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

SUMMARY:

Overview:

An agreement for Indemnification and Reimbursement for Extraordinary Costs between Lakeside Pipeline, LLC. and the County of Kings.

Recommendation:

Authorize the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between Lakeside Pipeline, LLC. and the County of Kings retroactive to August 6, 2019.

Fiscal Impact:

None.

BACKGROUND:

Lakeside Pipeline, LLC has applied for Conditional Use Permit (CUP) No. 17-14 on December 7, 2017 for the construction and installation of a biogas upgrading facility located in Kings County ("the Project"). The environmental document for CUP No. 17-14 was completed and released for public comment on July 9, 2019 with the closing of public comments on August 9, 2019. CUP No. 17-14 will be scheduled to be heard by the Kings County Planning Commission at their regular meeting scheduled for September 9, 2019. Authorization of the Indemnification and Reimbursement for Extraordinary Costs Agreement between Lakeside Pipeline, LLC. and the County will put the financial responsibilities and liability for costs that has and will occur during the Project solely upon Lakeside Pipeline LLC. which includes, but is not limited to, the California Environmental Quality Act (CEQA) process and the conditional use permit approval process for the Project.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND _____ FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

THIS AGREEMENT is entered into on this 6th day of August, 2019 by and between Lakeside Pipeline LLC (collectively referred to herein as “Applicant”) and the County of Kings, a political subdivision of the State of California (hereinafter referred to as “County”) on the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, Applicant has applied to the County for a conditional use permit for the Hanford-Lakeside Dairy Digester Cluster Project (CUP No. 17-14) located at 15664 7th Ave, Hanford (hereinafter referred to as the “Project”); and

WHEREAS, the consideration of the Project by County will involve the issuance of a conditional use permit for the Project, as well as potential subsequent amendments to the conditional use permit, which may involve review under the California Environmental Quality Act (hereinafter referred to as “CEQA”); and

WHEREAS, County may incur extraordinary costs (hereinafter referred to as “Extraordinary Costs”) described in connection with the Project approval process and the CEQA process for the Project; and

WHEREAS, the parties desire to allocate responsibility and liability for such Extraordinary Costs pursuant to the terms of this Agreement.

THEREFORE, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Conditions to the Project Approval and Processing. The processing of Project documents by County and the effectiveness of all approvals, permits and consents for the Project by the County are expressly conditioned upon performance by Applicant of the following terms and conditions:

1.1. Full performance of all conditions imposed in connection with the applicable Project or the Project review.

1.2. Full compliance with the terms, conditions, provisions and requirements of the Project review process.

1.3. Posting of all applicable fees for CEQA review required by the provisions of California Fish & Game Code section 711.4, which at the time of execution of this Agreement are in the amount of \$2,354.75 for a negative declaration and \$3,271.00 for an environmental impact report.

1.4. Full performance of the terms and conditions of this Agreement.

1.5. Compliance with all required mitigation measures of an approved CEQA environmental document for the Project.

1.6. Payment of all deposits, if required by the County, for fulfillment of any of the above-described terms and conditions.

1.7. Timely payment by Applicant of all amounts invoiced by County under Section 6 below and of all demands made by County for deposit of funds under Section 7 below.

2. Obligation for Extraordinary Costs. In the event the Project requires, or appears likely to require, processing in excess of ordinary time and resource allocation, additional fees will be charged to cover the costs of such extraordinary processing (hereinafter referred to as "Extraordinary Costs"). Applicant shall be responsible for all Extraordinary Costs in connection with Project processing and all necessary environmental review processing and for all Extraordinary Costs associated with Project preparation, review, and approval and all litigation arising therefrom. In the event that Applicant refuses to make deposits or to pay amounts incurred and invoiced for such Extraordinary Costs, the County may terminate the Project processing and may recover from Applicant the costs incurred.

3. Extraordinary Events. The following are examples of Extraordinary Events which shall give rise to Applicant's obligation to pay for Extraordinary Costs under the terms of this Agreement:

3.1. Incomplete or inaccurate information provided by Applicant.

3.2. A change in the Project scope by means of an amendment, correction or similar circumstance.

3.3. Significant opposition to the Project by any person, group, organization or entity.

3.4. Any appeal of a Project decision.

3.5. Non-compliance in whole or in part by Applicant with a condition of Project approval.

3.6. Significant delays in processing the Project caused by Applicant or Applicant's agents.

3.7. Unique, novel or irregular demands or requests by Applicant.

3.8. Litigation involving or challenging the Project, or arising in any way from the Project's consideration, review, negotiation or approval by County.

3.9. Other circumstances or events outside of the County's control that significantly increase the workload of County staff to process the Project.

3.10. Preparation of an environmental impact report or mitigated negative declaration under CEQA, including all costs of outside consultants and legal counsel employed by County or Applicant for the preparation of such environmental documents.

The determination by County that an Extraordinary Event has occurred and that Applicant shall thereafter be responsible for the payment of Extraordinary Costs shall be in the sole and absolute discretion of County.

4. Charging for Extraordinary Costs. County shall charge Applicant for Extraordinary Costs as hereinafter set forth. Applicant shall pay for all Extraordinary Costs either through the Deposit Process described in Section 7 below, or as and when invoiced by County, under the Invoice Process described in Section 6 below. The determination as to whether to utilize the Deposit Process or the Invoice Process shall be at the sole and absolute discretion of the County, after consultation with Applicant.

4.1. Extraordinary Cost Schedule. Extraordinary Costs shall include, but shall not be limited to, the following and shall be billed by County as set forth below:

4.1.1. All damages, costs and/or attorneys' fees awarded against County, or any of County's officers, agents, employees or representatives, or against Applicant by a court in the course of litigation challenging the Project.

4.1.2. Costs incurred in preparation of CEQA documents by Consultants and outside counsel.

4.1.3. Costs incurred by County Staff, Consultants, County Counsel and outside counsel employed by County to defend litigation filed against the County and/or Applicant arising out of, purporting to arise out of, or relating in any manner to the Project approval process and/or the CEQA process for the project.

4.2. Rates for Charges. The rates at which Applicant shall be billed for Extraordinary Costs shall be as follows:

Planning Staff	Gross salary per hour of each employee x hours Billed.
County Counsel	Gross salary per hour of each employee x hours Billed.
County Counsel Staff	Gross salary per hour of each employee x hours Billed.
Special Counsel	As billed to County.
Consultants	As billed to County.
Other Costs	As authorized by County Ordinance or Resolution.

Extraordinary Costs shall also include the total dollar amount of all other County Department employees' time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the County to such individual employees), all fees and costs charged by outside consultants and Project personnel, and all amounts expended by County for photocopies, telephone calls, facsimile charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other direct costs incurred or expended by the County in connection with the Project.

As used herein, "gross salary" means a County employee's standard cost recovery billing rate, which includes salary, benefits, and a proportionate share of office overhead.

5. Notice of Extraordinary Event. In the event that one or more Extraordinary Events arises, or is reasonably foreseen to arise, the Director of the Kings County Community Development Agency (the "Director" and the "Agency" respectively) shall after consultation with Applicant give written notice thereof to Applicant together with either a request for deposit of Extraordinary Costs or a statement that the County intends to utilize the Invoice Process described in Section 6 below. Deposits shall be made as set forth in this Section and in Section 7 below.

5.1. Submission of Initial Deposit. Upon receipt of a Notice of Extraordinary Event which demands deposit, Applicant shall within ten (10) days deposit the sums requested in the Notice. Failure to comply with a deposit demand shall be governed by Subsection 7.6 below.

5.2. Obligation After Deposit. In the event Applicant decides to proceed with the application and makes the initial deposit as requested, the County shall proceed with processing the Project, and Applicant shall thereafter be responsible for all Extraordinary Costs incurred, whether or not the latter are covered by or included in the Initial Deposit.

6. Invoices. As an alternative to the Deposit Process described in Sections 5 and 7 herein, County may in its sole and absolute discretion determine that it will directly invoice Applicant in arrears for Extraordinary Costs. County shall invoice Applicant for such costs within thirty days of County's receipt of invoice therefor, or, in the case of such costs for which an invoice would not ordinarily be submitted to County, within thirty days of the last day of the month in which such costs are actually incurred. Applicant agrees to make payment to County for such invoiced amounts within thirty days of the date on which County places the invoice in the mail to Applicant addressed as specified in Section 25.

7. Deposits. Deposits shall be made by Applicant and handled by County pursuant to the terms of this Section. All Deposits made by Applicant shall be deposited in an interest bearing account, and all interest shall accrue to the account of Applicant. Interest amounts shall either be applied to the payment of Extraordinary Costs or shall be credited to Applicant to be ultimately returned pursuant to the provisions of Subsection 7.7 below at the conclusion of the Project.

7.1. Initial Deposit. Applicant shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "County of Kings" as set forth in Section 5.1 above.

7.2. Incremental Deposits. The County may request deposits in advance of expenditures or obligations for expenditures. Depending on the nature and size of the project, and except for requests for deposit on consulting or outside legal service Projects, individual deposit requests shall generally not exceed \$100,000.

7.3. Additional Deposits. If the deposit or any increase therein is inadequate to pay for costs actually incurred by the County, Applicant will be notified of the need to supplement the deposit. Applicant shall make payments of additional deposits within thirty days of receipt of notice of the need to supplement the deposit. Further deposit will be required in the full amount of any Project or Projects for consulting services. Any request for Applicant to make deposit to the County must be made in writing and mailed, emailed or telefaxed to Applicant, in accord with "Notices" set forth in Section 25.

7.4. Use of Deposits. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. County may use the Initial Deposit funds and all future deposit funds to cover all Extraordinary Costs, including qualifying expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by Applicant.

7.5. Draw Down of Deposit. On a monthly basis, or on such other time intervals as the Director may deem necessary and appropriate, Costs incurred shall be deducted from the Deposit, and an accounting of the status of the Deposit shall be

provided to Applicant. In the case of Costs expended against billings from outside consultants, copies of such billing statements shall be provided to Applicant. Applicant shall not be entitled to any detail revealing the substantive contents or "detail of billings" pertaining to legal advisement to the County by Project attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the County General Fund, as the case pertains.

7.6. Failure to Make Deposits. In the event that Applicant does not make deposits as requested pursuant to the terms hereof, the County may suspend the processing of the Application. The failure to make a requested deposit within thirty days after request shall constitute an abandonment of the Project by Applicant and shall terminate all processing on the Application. The County shall not be liable for such termination and Applicant hereby indemnifies and holds the County harmless from any and all claims arising out of such termination, including those of Applicant.

7.7. Deposits in Excess of Costs. At the conclusion of the Project, if the actual total of the Extraordinary Costs is less than the total of the Deposits plus interest accrued thereon, the excess amount along with any accrued interest will be returned to Applicant or, at the option of Applicant, applied toward subsequent phases of environmental review on Applicant's Project or any subsequent projects, including the costs of an environmental impact report, negative declaration or any other environmental reviews.

8. Project Accounting. The County shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by Applicant, which records may be inspected in the Agency by Applicant at any time during the Agency's normal business hours, and a report of which shall be provided to Applicant on a monthly basis.

9. Right of Withdrawal and Termination of the Agreement. Applicant has the right to withdraw its application or abandon the Project by filing written notice thereof with the County. Notwithstanding the above provision, this Agreement shall survive such abandonment or withdrawal and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs regardless of the date such costs are incurred. In addition, if the Project is pending before the Planning Commission or the Board of Supervisors at the time of receipt of such written notice, the matter shall not be considered withdrawn or abandoned until the withdrawal is approved by the Planning Commission or the Board of Supervisors, whichever is applicable. In addition, if the application is approved and the conditional use permit has been issued, this Agreement shall automatically terminate without further action by any party upon the expiration of all applicable limitations or appeal periods, provided that this Agreement shall survive such termination and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs incurred up to and including the date of such termination. Notwithstanding the foregoing, in the event that Applicant later seeks to

amend the conditional use permit for the Project, Applicant expressly understands and agrees that full performance of the terms and conditions of this Agreement in connection with the amendment shall be a condition of the County's consideration of the application for the amendment, without the need to enter into a subsequent agreement for indemnification and reimbursement of extraordinary costs.

10. Indemnification. Applicant shall indemnify, defend and hold the County, its officers, agents, and employees harmless from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all Extraordinary Costs as defined herein and all direct and administrative costs, attorneys' fees, including, but not limited to county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including, but not limited to, notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and Applicant shall make a deposit in the amount requested by the Director in the initial amount which shall not exceed fifty thousand dollars (\$50,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to Applicant by warrant made payable to Applicant as they mutually advise in writing. Any special counsel hired to defend County under the provisions of this Agreement must be approved by the Board of Supervisors. The litigation deposit, provided for under the provisions of this Section, are additional to and supplemental to any other deposit or deposits required under the terms of this Agreement. It is intended as security only and it is in no way intended to limit, and shall not be construed to limit, the obligations of Applicant to fully reimburse County for all Extraordinary Costs.

11. Bonding Requirement. If the County determines that an additional Reimbursement Agreement and/or an Indemnification Agreement is required for litigation, the Applicant will be required to provide a bond in an amount sufficient to remedy any failure of the Applicant to provide the County with required reimbursements for the extraordinary cost of the application review and processing under the terms of the Reimbursement Agreement and to ensure that the Applicant's indemnification of the County is sufficient to protect the public interest in case of challenges to the process or action of the County related to the project under the Indemnification Agreement. The form, nature and amount of the bond and/or bonds required under the terms of these provisions shall be determined by the County in the light of any risks associated with a particular project and shall be in the sole and absolute discretion of the County.

12. Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or

subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is express, in writing and signed by the party so waiving.

13. Assignment. This Agreement constitutes a contract for personal services and neither party shall assign or transfer this Agreement, or any part hereof, without the prior written consent of the other, unless such transfer is otherwise expressly permitted hereby.

14. Completeness of Instrument. This Agreement, together with its specific references and attachments, constitutes the entire agreement of the parties relating to the subject matter hereof. Unless set forth herein, neither party shall be liable for any representations made express or implied.

15. Supersedes Prior Agreements. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

16. Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief which such party may be entitled.

17. Rules of Construction. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

17.1. Captions. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17.2. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

17.3. Mandatory and Permissive. The terms "shall" and "will" and "agrees" are mandatory. "May" is permissive.

17.4. Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

17.5 Ambiguities Not Construed Against Drafter. This Agreement represents the contributions of both parties, who each have the ability to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil

Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

18. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

19. Modification. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which it is given.

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

21. Other Documents. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants and provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. Jurisdiction and Venue. It is agreed by the parties hereto that unless otherwise expressly waived by them in writing, action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Kings, State of California, notwithstanding Code of Civil Procedure section 394.

24. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. Notices. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

To County:
Chairman, Board of Supervisors
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

To Applicant:
Lakeside Pipeline LLC
3711 Meadow View Dr., Suite 100
Redding, CA 96002

With a copy to:
County Counsel
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

With a copy to Applicant's Consultant:
QK, Inc.
Attn: Jaymie Brauer
5080 California Avenue, Suite 220
Bakersfield, California 93309

26. Incorporation of Exhibits. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

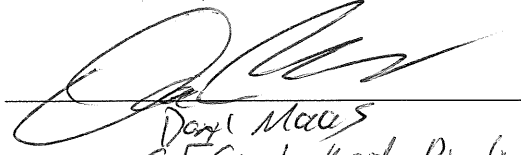
27. Time is of the Essence. Time is of the essence in this Agreement and in each covenant, term and condition herein.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other Project or agreement to which such party is obligated, which such breach would have a material effect hereon.

THIS AGREEMENT is entered into by and between the parties as of the date and year first set forth above.

APPLICANT

Date: 8/6/19



Donal Macias
CEO, Lakeside Pipeline LLC

COUNTY

Date:

_____, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM:

Date:

County Counsel

ATTEST:

Date:

CATHERINE VENTURELLA,
Clerk of the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

SUBMITTED BY: Community Development Agency- Greg Gatzka/Chuck Kinney

SUBJECT: AGREEMENT BETWEEN WESTLANDS CHESTNUT SOLAR, LLC AND COUNTY FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

SUMMARY:

Overview:

An agreement for Indemnification and Reimbursement for Extraordinary Costs between Westlands Chestnut Solar, LLC. and the County of Kings.

Recommendation:

Authorize the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between Westlands Chestnut Solar, LLC. and the County of Kings retroactive to August 5, 2019.

Fiscal Impact:

None.

BACKGROUND:

Westlands Chestnut Solar, LLC. has applied for Conditional Use Permit (CUP) No. 19-01 on January 11, 2019 for a commercial solar project facility located in Kings County ("the Project"). The environmental document for the CUP No. 19-01 is in the process of review and revision. Authorization of the Indemnification and Reimbursement for Extraordinary Costs Agreement between Westlands Chestnut Solar, LLC. and the County will put the financial responsibilities and liability for costs that has and will occur during the Project solely upon Westlands Chestnut Solar, LLC. which includes, but is not limited to, the California Environmental Quality Act (CEQA) process and the conditional use permit approval process for the Project.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND WESTLANDS CHESTNUT SOLAR, LLC, FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

THIS AGREEMENT is entered into on this 5th day of August, 2019, by and between Westlands Chestnut Solar, LLC (collectively referred to herein as “Applicant”) and the County of Kings, a political subdivision of the State of California (hereinafter referred to as “County”) on the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, Applicant has applied to the County for a conditional use permit for a solar photovoltaic generating facility located south of Laurel Avenue, north of Nevada Avenue, and east of State Route 41 (hereinafter referred to as the “Project”); and

WHEREAS, the consideration of the Project by County will involve the issuance of a conditional use permit for the Project, as well as potential subsequent amendments to the conditional use permit, which may involve review under the California Environmental Quality Act (hereinafter referred to as “CEQA”); and

WHEREAS, County may incur extraordinary costs (hereinafter referred to as “Extraordinary Costs”) described in connection with the Project approval process and the CEQA process for the Project; and

WHEREAS, the parties desire to allocate responsibility and liability for such Extraordinary Costs pursuant to the terms of this Agreement.

THEREFORE, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Conditions to the Project Approval and Processing. The processing of Project documents by County and the effectiveness of all approvals, permits and consents for the Project by the County are expressly conditioned upon performance by Applicant of the following terms and conditions:

1.1. Full performance of all conditions imposed in connection with the applicable Project or the Project review.

1.2. Full compliance with the terms, conditions, provisions and requirements of the Project review process.

1.3. Posting of all applicable fees for CEQA review required by the provisions of California Fish & Game Code section 711.4, which at the time of execution of this Agreement are in the amount of \$2,354.75 for a negative declaration and \$3,271.00 for an environmental impact report.

1.4. Full performance of the terms and conditions of this Agreement.

1.5. Compliance with all required mitigation measures of an approved CEQA environmental document for the Project.

1.6. Payment of all deposits, if required by the County, for fulfillment of any of the above-described terms and conditions.

1.7. Timely payment by Applicant of all amounts invoiced by County under Section 6 below and of all demands made by County for deposit of funds under Section 7 below.

2. Obligation for Extraordinary Costs. In the event the Project requires, or appears likely to require, processing in excess of ordinary time and resource allocation, additional fees will be charged to cover the costs of such extraordinary processing (hereinafter referred to as "Extraordinary Costs"). Applicant shall be responsible for all Extraordinary Costs in connection with Project processing and all necessary environmental review processing and for all Extraordinary Costs associated with Project preparation, review, and approval and all litigation arising therefrom. In the event that Applicant refuses to make deposits or to pay amounts incurred and invoiced for such Extraordinary Costs, the County may terminate the Project processing and may recover from Applicant the costs incurred.

3. Extraordinary Events. The following are examples of Extraordinary Events which shall give rise to Applicant's obligation to pay for Extraordinary Costs under the terms of this Agreement:

3.1. Incomplete or inaccurate information provided by Applicant.

3.2. A change in the Project scope by means of an amendment, correction or similar circumstance.

3.3. Significant opposition to the Project by any person, group, organization or entity.

3.4. Any appeal of a Project decision.

3.5. Non-compliance in whole or in part by Applicant with a condition of Project approval.

3.6. Significant delays in processing the Project caused by Applicant or Applicant's agents.

3.7. Unique, novel or irregular demands or requests by Applicant.

3.8. Litigation involving or challenging the Project, or arising in any way from the Project's consideration, review, negotiation or approval by County.

3.9. Other circumstances or events outside of the County's control that significantly increase the workload of County staff to process the Project.

3.10. Preparation of an environmental impact report or mitigated negative declaration under CEQA, including all costs of outside consultants and legal counsel employed by County or Applicant for the preparation of such environmental documents.

The determination by County that an Extraordinary Event has occurred and that Applicant shall thereafter be responsible for the payment of Extraordinary Costs shall be in the sole and absolute discretion of County.

4. Charging for Extraordinary Costs. County shall charge Applicant for Extraordinary Costs as hereinafter set forth. Applicant shall pay for all Extraordinary Costs either through the Deposit Process described in Section 7 below, or as and when invoiced by County, under the Invoice Process described in Section 6 below. The determination as to whether to utilize the Deposit Process or the Invoice Process shall be at the sole and absolute discretion of the County, after consultation with Applicant.

4.1. Extraordinary Cost Schedule. Extraordinary Costs shall include, but shall not be limited to, the following and shall be billed by County as set forth below:

4.1.1. All damages, costs and/or attorneys' fees awarded against County, or any of County's officers, agents, employees or representatives, or against Applicant by a court in the course of litigation challenging the Project.

4.1.2. Costs incurred in preparation of CEQA documents by Consultants and outside counsel.

4.1.3. Costs incurred by County Staff, Consultants, County Counsel and outside counsel employed by County to defend litigation filed against the County and/or Applicant arising out of, purporting to arise out of, or relating in any manner to the Project approval process and/or the CEQA process for the project.

4.2. Rates for Charges. The rates at which Applicant shall be billed for Extraordinary Costs shall be as follows:

Planning Staff	Gross salary per hour of each employee x hours Billed.
County Counsel	Gross salary per hour of each employee x hours Billed.
County Counsel Staff	Gross salary per hour of each employee x hours Billed.
Special Counsel	As billed to County.
Consultants	As billed to County.
Other Costs	As authorized by County Ordinance or Resolution.

Extraordinary Costs shall also include the total dollar amount of all other County Department employees' time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the County to such individual employees), all fees and costs charged by outside consultants and Project personnel, and all amounts expended by County for photocopies, telephone calls, facsimile charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other direct costs incurred or expended by the County in connection with the Project.

As used herein, "gross salary" means a County employee's standard cost recovery billing rate, which includes salary, benefits, and a proportionate share of office overhead.

5. Notice of Extraordinary Event. In the event that one or more Extraordinary Events arises, or is reasonably foreseen to arise, the Director of the Kings County Community Development Agency (the "Director" and the "Agency" respectively) shall after consultation with Applicant give written notice thereof to Applicant together with either a request for deposit of Extraordinary Costs or a statement that the County intends to utilize the Invoice Process described in Section 6 below. Deposits shall be made as set forth in this Section and in Section 7 below.

5.1. Submission of Initial Deposit. Upon receipt of a Notice of Extraordinary Event which demands deposit, Applicant shall within ten (10) days deposit the sums requested in the Notice. Failure to comply with a deposit demand shall be governed by Subsection 7.6 below.

5.2. Obligation After Deposit. In the event Applicant decides to proceed with the application and makes the initial deposit as requested, the County shall proceed with processing the Project, and Applicant shall thereafter be responsible for all Extraordinary Costs incurred, whether or not the latter are covered by or included in the Initial Deposit.

6. Invoices. As an alternative to the Deposit Process described in Sections 5 and 7 herein, County may in its sole and absolute discretion determine that it will directly invoice Applicant in arrears for Extraordinary Costs. County shall invoice Applicant for such costs within thirty days of County's receipt of invoice therefor, or, in the case of such costs for which an invoice would not ordinarily be submitted to County, within thirty days of the last day of the month in which such costs are actually incurred. Applicant agrees to make payment to County for such invoiced amounts within thirty days of the date on which County places the invoice in the mail to Applicant addressed as specified in Section 25.

7. Deposits. Deposits shall be made by Applicant and handled by County pursuant to the terms of this Section. All Deposits made by Applicant shall be deposited in an interest bearing account, and all interest shall accrue to the account of Applicant. Interest amounts shall either be applied to the payment of Extraordinary Costs or shall be credited to Applicant to be ultimately returned pursuant to the provisions of Subsection 7.7 below at the conclusion of the Project.

7.1. Initial Deposit. Applicant shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "County of Kings" as set forth in Section 5.1 above.

7.2. Incremental Deposits. The County may request deposits in advance of expenditures or obligations for expenditures. Depending on the nature and size of the project, and except for requests for deposit on consulting or outside legal service Projects, individual deposit requests shall generally not exceed \$100,000.

7.3. Additional Deposits. If the deposit or any increase therein is inadequate to pay for costs actually incurred by the County, Applicant will be notified of the need to supplement the deposit. Applicant shall make payments of additional deposits within thirty days of receipt of notice of the need to supplement the deposit. Further deposit will be required in the full amount of any Project or Projects for consulting services. Any request for Applicant to make deposit to the County must be made in writing and mailed, emailed or telefaxed to Applicant, in accord with "Notices" set forth in Section 25.

7.4. Use of Deposits. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. County may use the Initial Deposit funds and all future deposit funds to cover all Extraordinary Costs, including qualifying expenses incurred on the Project from its

inception. Credit shall be given for any standard application permit fee paid by Applicant.

7.5. Draw Down of Deposit. On a monthly basis, or on such other time intervals as the Director may deem necessary and appropriate, Costs incurred shall be deducted from the Deposit, and an accounting of the status of the Deposit shall be provided to Applicant. In the case of Costs expended against billings from outside consultants, copies of such billing statements shall be provided to Applicant. Applicant shall not be entitled to any detail revealing the substantive contents or “detail of billings” pertaining to legal advisement to the County by Project attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the County General Fund, as the case pertains.

7.6. Failure to Make Deposits. In the event that Applicant does not make deposits as requested pursuant to the terms hereof, the County may suspend the processing of the Application. The failure to make a requested deposit within thirty days after request shall constitute an abandonment of the Project by Applicant and shall terminate all processing on the Application. The County shall not be liable for such termination and Applicant hereby indemnifies and holds the County harmless from any and all claims arising out of such termination, including those of Applicant.

7.7. Deposits in Excess of Costs. At the conclusion of the Project, if the actual total of the Extraordinary Costs is less than the total of the Deposits plus interest accrued thereon, the excess amount along with any accrued interest will be returned to Applicant or, at the option of Applicant, applied toward subsequent phases of environmental review on Applicant's Project or any subsequent projects, including the costs of an environmental impact report, negative declaration or any other environmental reviews.

8. Project Accounting. The County shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by Applicant, which records may be inspected in the Agency by Applicant at any time during the Agency's normal business hours, and a report of which shall be provided to Applicant on a monthly basis.

9. Right of Withdrawal and Termination of the Agreement. Applicant has the right to withdraw its application or abandon the Project by filing written notice thereof with the County. Notwithstanding the above provision, this Agreement shall survive such abandonment or withdrawal and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs regardless of the date such costs are incurred. In addition, if the Project is pending before the Planning Commission or the Board of Supervisors at the time of receipt of such written notice, the matter shall not be considered withdrawn or abandoned until the withdrawal is approved by the Planning Commission or the Board of Supervisors,

whichever is applicable. In addition, if the application is approved and the conditional use permit has been issued, this Agreement shall automatically terminate without further action by any party upon the expiration of all applicable limitations or appeal periods, provided that this Agreement shall survive such termination and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs incurred up to and including the date of such termination. Notwithstanding the foregoing, in the event that Applicant later seeks to amend the conditional use permit for the Project, Applicant expressly understands and agrees that full performance of the terms and conditions of this Agreement in connection with the amendment shall be a condition of the County's consideration of the application for the amendment, without the need to enter into a subsequent agreement for indemnification and reimbursement of extraordinary costs.

10. Indemnification. Applicant shall indemnify, defend and hold the County, its officers, agents, and employees harmless from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all Extraordinary Costs as defined herein and all direct and administrative costs, attorneys' fees, including, but not limited to county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including, but not limited to, notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and Applicant shall make a deposit in the amount requested by the Director in the initial amount which shall not exceed fifty thousand dollars (\$50,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to Applicant by warrant made payable to Applicant as they mutually advise in writing. Any special counsel hired to defend County under the provisions of this Agreement must be approved by the Board of Supervisors. The litigation deposit, provided for under the provisions of this Section, are additional to and supplemental to any other deposit or deposits required under the terms of this Agreement. It is intended as security only and it is in no way intended to limit, and shall not be construed to limit, the obligations of Applicant to fully reimburse County for all Extraordinary Costs.

11. Bonding Requirement. If the County determines that an additional Reimbursement Agreement and/or an Indemnification Agreement is required for litigation, the Applicant will be required to provide a bond in an amount sufficient to remedy any failure of the Applicant to provide the County with required reimbursements for the extraordinary cost of the application review and processing under the terms of the Reimbursement Agreement and to ensure that the Applicant's indemnification of the County is sufficient to protect the public interest in case of challenges to the process or action of the County related to the project under the Indemnification Agreement. The form, nature and amount

of the bond and/or bonds required under the terms of these provisions shall be determined by the County in the light of any risks associated with a particular project and shall be in the sole and absolute discretion of the County.

12. Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is express, in writing and signed by the party so waiving.

13. Assignment. This Agreement constitutes a contract for personal services and neither party shall assign or transfer this Agreement, or any part hereof, without the prior written consent of the other, unless such transfer is otherwise expressly permitted hereby.

14. Completeness of Instrument. This Agreement, together with its specific references and attachments, constitutes the entire agreement of the parties relating to the subject matter hereof. Unless set forth herein, neither party shall be liable for any representations made express or implied.

15. Supersedes Prior Agreements. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

16. Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief which such party may be entitled.

17. Rules of Construction. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

17.1. Captions. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17.2. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

17.3. Mandatory and Permissive. The terms “shall” and “will” and “agrees” are mandatory. “May” is permissive.

17.4. Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

17.5 Ambiguities Not Construed Against Drafter. This Agreement represents the contributions of both parties, who each have the ability to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

18. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

19. Modification. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which it is given.

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

21. Other Documents. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants and provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. Jurisdiction and Venue. It is agreed by the parties hereto that unless otherwise expressly waived by them in writing, action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Kings, State of California, notwithstanding Code of Civil Procedure section 394.

24. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. Notices. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

To County:
Chairman, Board of Supervisors
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

To Applicant:
Robert G. Dowds
c/o Mohammed Kabir
Westlands Chestnut Solar, LLC
4700 Wilshire Boulevard
Los Angeles, CA 90010

With a copy to:
County Counsel
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

With a copy to Applicant's Consultant:
Bert Verrips, AICP
11942 Red Hill Avenue
Santa Ana, California 92705

26. Incorporation of Exhibits. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

27. Time is of the Essence. Time is of the essence in this Agreement and in each covenant, term and condition herein.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other Project or agreement to which such party is obligated, which such breach would have a material effect hereon.

THIS AGREEMENT is entered into by and between the parties as of the date and year first set forth above.

APPLICANT

Date: 8/6/17



Robert G. Dowds

COUNTY

Date:

_____, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM:

Date:

_____,
County Counsel

ATTEST:

Date:

CATHERINE VENTURELLA,
Clerk of the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

SUBMITTED BY: Community Development Agency- Greg Gatzka/Chuck Kinney

SUBJECT: AGREEMENT BETWEEN WESTLANDS SOLAR BLUE, LLC AND COUNTY FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

SUMMARY:

Overview:

An agreement for Indemnification and Reimbursement for Extraordinary Costs between Westlands Solar Blue, LLC and the County of Kings.

Recommendation:

Authorize the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between Westlands Solar Blue, LLC. and the County of Kings retroactive to August 5, 2019.

Fiscal Impact:

None.

BACKGROUND:

Westlands Solar Blue, LLC. has applied for Conditional Use Permit (CUP) No. 19-02 on January 11, 2019 for a commercial solar project facility located in Kings County ("the Project"). The environmental document for the CUP No. 19-02 is in the process of review and revision. Authorization of the Indemnification and Reimbursement for Extraordinary Costs Agreement between Westlands Solar Blue, LLC. and the County will put the financial responsibilities and liability for costs that has and will occur during the Project solely upon Westlands Solar Blue, LLC. which includes, but is not limited to, the California Environmental Quality Act process and the conditional use permit approval process for the Project.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND WESTLANDS SOLAR BLUE, LLC, FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

THIS AGREEMENT is entered into on this 5th day of August, 2019, by and between Westlands Solar Blue, LLC (collectively referred to herein as “Applicant”) and the County of Kings, a political subdivision of the State of California (hereinafter referred to as “County”) on the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, Applicant has applied to the County for a conditional use permit for a solar photovoltaic generating facility located south of Laurel Avenue, north of Nevada Avenue, and bisected by the unimproved 25th Avenue alignment (hereinafter referred to as the “Project”); and

WHEREAS, the consideration of the Project by County will involve the issuance of a conditional use permit for the Project, as well as potential subsequent amendments to the conditional use permit, which may involve review under the California Environmental Quality Act (hereinafter referred to as “CEQA”); and

WHEREAS, County may incur extraordinary costs (hereinafter referred to as “Extraordinary Costs”) described in connection with the Project approval process and the CEQA process for the Project; and

WHEREAS, the parties desire to allocate responsibility and liability for such Extraordinary Costs pursuant to the terms of this Agreement.

THEREFORE, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Conditions to the Project Approval and Processing. The processing of Project documents by County and the effectiveness of all approvals, permits and consents for the Project by the County are expressly conditioned upon performance by Applicant of the following terms and conditions:

1.1. Full performance of all conditions imposed in connection with the applicable Project or the Project review.

1.2. Full compliance with the terms, conditions, provisions and requirements of the Project review process.

1.3. Posting of all applicable fees for CEQA review required by the provisions of California Fish & Game Code section 711.4, which at the time of execution of this Agreement are in the amount of \$2,354.75 for a negative declaration and \$3,271.00 for an environmental impact report.

1.4. Full performance of the terms and conditions of this Agreement.

1.5. Compliance with all required mitigation measures of an approved CEQA environmental document for the Project.

1.6. Payment of all deposits, if required by the County, for fulfillment of any of the above-described terms and conditions.

1.7. Timely payment by Applicant of all amounts invoiced by County under Section 6 below and of all demands made by County for deposit of funds under Section 7 below.

2. Obligation for Extraordinary Costs. In the event the Project requires, or appears likely to require, processing in excess of ordinary time and resource allocation, additional fees will be charged to cover the costs of such extraordinary processing (hereinafter referred to as "Extraordinary Costs"). Applicant shall be responsible for all Extraordinary Costs in connection with Project processing and all necessary environmental review processing and for all Extraordinary Costs associated with Project preparation, review, and approval and all litigation arising therefrom. In the event that Applicant refuses to make deposits or to pay amounts incurred and invoiced for such Extraordinary Costs, the County may terminate the Project processing and may recover from Applicant the costs incurred.

3. Extraordinary Events. The following are examples of Extraordinary Events which shall give rise to Applicant's obligation to pay for Extraordinary Costs under the terms of this Agreement:

3.1. Incomplete or inaccurate information provided by Applicant.

3.2. A change in the Project scope by means of an amendment, correction or similar circumstance.

3.3. Significant opposition to the Project by any person, group, organization or entity.

3.4. Any appeal of a Project decision.

3.5. Non-compliance in whole or in part by Applicant with a condition of Project approval.

3.6. Significant delays in processing the Project caused by Applicant or Applicant's agents.

3.7. Unique, novel or irregular demands or requests by Applicant.

3.8. Litigation involving or challenging the Project, or arising in any way from the Project's consideration, review, negotiation or approval by County.

3.9. Other circumstances or events outside of the County's control that significantly increase the workload of County staff to process the Project.

3.10. Preparation of an environmental impact report or mitigated negative declaration under CEQA, including all costs of outside consultants and legal counsel employed by County or Applicant for the preparation of such environmental documents.

The determination by County that an Extraordinary Event has occurred and that Applicant shall thereafter be responsible for the payment of Extraordinary Costs shall be in the sole and absolute discretion of County.

4. Charging for Extraordinary Costs. County shall charge Applicant for Extraordinary Costs as hereinafter set forth. Applicant shall pay for all Extraordinary Costs either through the Deposit Process described in Section 7 below, or as and when invoiced by County, under the Invoice Process described in Section 6 below. The determination as to whether to utilize the Deposit Process or the Invoice Process shall be at the sole and absolute discretion of the County, after consultation with Applicant.

4.1. Extraordinary Cost Schedule. Extraordinary Costs shall include, but shall not be limited to, the following and shall be billed by County as set forth below:

4.1.1. All damages, costs and/or attorneys' fees awarded against County, or any of County's officers, agents, employees or representatives, or against Applicant by a court in the course of litigation challenging the Project.

4.1.2. Costs incurred in preparation of CEQA documents by Consultants and outside counsel.

4.1.3. Costs incurred by County Staff, Consultants, County Counsel and outside counsel employed by County to defend litigation filed against the County and/or Applicant arising out of, purporting to arise out of, or relating in any manner to the Project approval process and/or the CEQA process for the project.

4.2. Rates for Charges. The rates at which Applicant shall be billed for Extraordinary Costs shall be as follows:

Planning Staff	Gross salary per hour of each employee x hours Billed.
County Counsel	Gross salary per hour of each employee x hours Billed.
County Counsel Staff	Gross salary per hour of each employee x hours Billed.
Special Counsel	As billed to County.
Consultants	As billed to County.
Other Costs	As authorized by County Ordinance or Resolution.

Extraordinary Costs shall also include the total dollar amount of all other County Department employees' time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the County to such individual employees), all fees and costs charged by outside consultants and Project personnel, and all amounts expended by County for photocopies, telephone calls, facsimile charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other direct costs incurred or expended by the County in connection with the Project.

As used herein, "gross salary" means a County employee's standard cost recovery billing rate, which includes salary, benefits, and a proportionate share of office overhead.

5. Notice of Extraordinary Event. In the event that one or more Extraordinary Events arises, or is reasonably foreseen to arise, the Director of the Kings County Community Development Agency (the "Director" and the "Agency" respectively) shall after consultation with Applicant give written notice thereof to Applicant together with either a request for deposit of Extraordinary Costs or a statement that the County intends to utilize the Invoice Process described in Section 6 below. Deposits shall be made as set forth in this Section and in Section 7 below.

5.1. Submission of Initial Deposit. Upon receipt of a Notice of Extraordinary Event which demands deposit, Applicant shall within ten (10) days deposit the sums requested in the Notice. Failure to comply with a deposit demand shall be governed by Subsection 7.6 below.

5.2. Obligation After Deposit. In the event Applicant decides to proceed with the application and makes the initial deposit as requested, the County shall proceed with processing the Project, and Applicant shall thereafter be responsible for all Extraordinary Costs incurred, whether or not the latter are covered by or included in the Initial Deposit.

6. Invoices. As an alternative to the Deposit Process described in Sections 5 and 7 herein, County may in its sole and absolute discretion determine that it will directly invoice Applicant in arrears for Extraordinary Costs. County shall invoice Applicant for such costs within thirty days of County's receipt of invoice therefor, or, in the case of such costs for which an invoice would not ordinarily be submitted to County, within thirty days of the last day of the month in which such costs are actually incurred. Applicant agrees to make payment to County for such invoiced amounts within thirty days of the date on which County places the invoice in the mail to Applicant addressed as specified in Section 25.

7. Deposits. Deposits shall be made by Applicant and handled by County pursuant to the terms of this Section. All Deposits made by Applicant shall be deposited in an interest bearing account, and all interest shall accrue to the account of Applicant. Interest amounts shall either be applied to the payment of Extraordinary Costs or shall be credited to Applicant to be ultimately returned pursuant to the provisions of Subsection 7.7 below at the conclusion of the Project.

7.1. Initial Deposit. Applicant shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "County of Kings" as set forth in Section 5.1 above.

7.2. Incremental Deposits. The County may request deposits in advance of expenditures or obligations for expenditures. Depending on the nature and size of the project, and except for requests for deposit on consulting or outside legal service Projects, individual deposit requests shall generally not exceed \$100,000.

7.3. Additional Deposits. If the deposit or any increase therein is inadequate to pay for costs actually incurred by the County, Applicant will be notified of the need to supplement the deposit. Applicant shall make payments of additional deposits within thirty days of receipt of notice of the need to supplement the deposit. Further deposit will be required in the full amount of any Project or Projects for consulting services. Any request for Applicant to make deposit to the County must be made in writing and mailed, emailed or telefaxed to Applicant, in accord with "Notices" set forth in Section 25.

7.4. Use of Deposits. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. County may use the Initial Deposit funds and all future deposit funds to cover all

Extraordinary Costs, including qualifying expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by Applicant.

7.5. Draw Down of Deposit. On a monthly basis, or on such other time intervals as the Director may deem necessary and appropriate, Costs incurred shall be deducted from the Deposit, and an accounting of the status of the Deposit shall be provided to Applicant. In the case of Costs expended against billings from outside consultants, copies of such billing statements shall be provided to Applicant. Applicant shall not be entitled to any detail revealing the substantive contents or “detail of billings” pertaining to legal advisement to the County by Project attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the County General Fund, as the case pertains.

7.6. Failure to Make Deposits. In the event that Applicant does not make deposits as requested pursuant to the terms hereof, the County may suspend the processing of the Application. The failure to make a requested deposit within thirty days after request shall constitute an abandonment of the Project by Applicant and shall terminate all processing on the Application. The County shall not be liable for such termination and Applicant hereby indemnifies and holds the County harmless from any and all claims arising out of such termination, including those of Applicant.

7.7. Deposits in Excess of Costs. At the conclusion of the Project, if the actual total of the Extraordinary Costs is less than the total of the Deposits plus interest accrued thereon, the excess amount along with any accrued interest will be returned to Applicant or, at the option of Applicant, applied toward subsequent phases of environmental review on Applicant's Project or any subsequent projects, including the costs of an environmental impact report, negative declaration or any other environmental reviews.

8. Project Accounting. The County shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by Applicant, which records may be inspected in the Agency by Applicant at any time during the Agency’s normal business hours, and a report of which shall be provided to Applicant on a monthly basis.

9. Right of Withdrawal and Termination of the Agreement. Applicant has the right to withdraw its application or abandon the Project by filing written notice thereof with the County. Notwithstanding the above provision, this Agreement shall survive such abandonment or withdrawal and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs regardless of the date such costs are incurred. In addition, if the Project is pending before the Planning Commission or the Board of Supervisors at the time of receipt of such written notice, the matter shall not be considered withdrawn or abandoned until the

withdrawal is approved by the Planning Commission or the Board of Supervisors, whichever is applicable. In addition, if the application is approved and the conditional use permit has been issued, this Agreement shall automatically terminate without further action by any party upon the expiration of all applicable limitations or appeal periods, provided that this Agreement shall survive such termination and remain in full force and effect until Applicant has fully complied with its obligation to reimburse and indemnify County for all Extraordinary Costs incurred up to and including the date of such termination. Notwithstanding the foregoing, in the event that Applicant later seeks to amend the conditional use permit for the Project, Applicant expressly understands and agrees that full performance of the terms and conditions of this Agreement in connection with the amendment shall be a condition of the County's consideration of the application for the amendment, without the need to enter into a subsequent agreement for indemnification and reimbursement of extraordinary costs.

10. Indemnification. Applicant shall indemnify, defend and hold the County, its officers, agents, and employees harmless from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all Extraordinary Costs as defined herein and all direct and administrative costs, attorneys' fees, including, but not limited to county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including, but not limited to, notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and Applicant shall make a deposit in the amount requested by the Director in the initial amount which shall not exceed fifty thousand dollars (\$50,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to Applicant by warrant made payable to Applicant as they mutually advise in writing. Any special counsel hired to defend County under the provisions of this Agreement must be approved by the Board of Supervisors. The litigation deposit, provided for under the provisions of this Section, are additional to and supplemental to any other deposit or deposits required under the terms of this Agreement. It is intended as security only and it is in no way intended to limit, and shall not be construed to limit, the obligations of Applicant to fully reimburse County for all Extraordinary Costs.

11. Bonding Requirement. If the County determines that an additional Reimbursement Agreement and/or an Indemnification Agreement is required for litigation, the Applicant will be required to provide a bond in an amount sufficient to remedy any failure of the Applicant to provide the County with required reimbursements for the extraordinary cost of the application review and processing under the terms of the Reimbursement Agreement and to ensure that the Applicant's indemnification of the County is sufficient to protect the public interest in case of challenges to the process or action of the County

related to the project under the Indemnification Agreement. The form, nature and amount of the bond and/or bonds required under the terms of these provisions shall be determined by the County in the light of any risks associated with a particular project and shall be in the sole and absolute discretion of the County.

12. Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is express, in writing and signed by the party so waiving.

13. Assignment. This Agreement constitutes a contract for personal services and neither party shall assign or transfer this Agreement, or any part hereof, without the prior written consent of the other, unless such transfer is otherwise expressly permitted hereby.

14. Completeness of Instrument. This Agreement, together with its specific references and attachments, constitutes the entire agreement of the parties relating to the subject matter hereof. Unless set forth herein, neither party shall be liable for any representations made express or implied.

15. Supersedes Prior Agreements. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

16. Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief which such party may be entitled.

17. Rules of Construction. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

17.1. Captions. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17.2. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

17.3. Mandatory and Permissive. The terms “shall” and “will” and “agrees” are mandatory. “May” is permissive.

17.4. Term Includes Extensions. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

17.5 Ambiguities Not Construed Against Drafter. This Agreement represents the contributions of both parties, who each have the ability to be represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

18. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

19. Modification. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which it is given.

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

21. Other Documents. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants and provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. Jurisdiction and Venue. It is agreed by the parties hereto that unless otherwise expressly waived by them in writing, action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Kings, State of California, notwithstanding Code of Civil Procedure section 394.

24. Controlling Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. Notices. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

To County:
Chairman, Board of Supervisors
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

To Applicant:
[Robert G. Dowds](#)
[c/o Mohammed Kabir](#)
[Westlands Solar Blue, LLC](#)
[4700 Wilshire Boulevard](#)
[Los Angeles, CA 90010](#)

With a copy to:
County Counsel
County of Kings
1400 W. Lacey Blvd.
Hanford, California 93230

With a copy to Applicant's Consultant:
[Bert Verrips, AICP](#)
[11942 Red Hill Avenue](#)
[Santa Ana, California 92705](#)

26. Incorporation of Exhibits. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

27. Time is of the Essence. Time is of the essence in this Agreement and in each covenant, term and condition herein.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other Project or agreement to which such party is obligated, which such breach would have a material effect hereon.

THIS AGREEMENT is entered into by and between the parties as of the date and year first set forth above.

APPLICANT

Date: 8/6/19



Robert L. Dowds

COUNTY

Date:

_____, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM:

Date:

County Counsel

ATTEST:

Date:

CATHERINE VENTURELLA,
Clerk of the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

SUBMITTED BY: Administration –Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$32,000,000 OF REVENUE BONDS TO FINANCE AND REFINANCE THE ACQUISITION AND REHABILITATION OF IRVINE INN APARTMENTS

SUMMARY:

Overview:

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

Recommendation:

- 1. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and**
- 2. Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for Irvine Inn Affordable Apt LP for the Irvine Inn Apartments project.**

Fiscal Impact:

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

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$32,000,000 OF REVENUE BONDS TO FINANCE AND REFINANCE THE ACQUISITION AND REHABILITATION OF IRVINE INN APARTMENTS

August 20, 2019

Page 2 of 2

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

Irvine Inn Affordable Apt LP (the “Borrower”), has requested that CalPFA issue multifamily housing revenue bonds in an amount not to exceed \$32,000,000 to finance and refinance the costs of the acquisition, rehabilitation, improvement, and equipping of a 194-unit multifamily rental housing project located at 2810 Warner Avenue in Irvine, California, generally known as Irvine Inn Apartments (the “Project”).

The Board has been asked to conduct the public hearing on August 20, 2019 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

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

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 10:00 a.m., or as soon thereafter as the matter can be heard, on Tuesday, August 20, 2019, at 1400 W. Lacey Boulevard, Hanford, California, the Board of Supervisors of the County of Kings (the "County") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$32,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition and rehabilitation of a 194-unit multifamily rental housing project located at 2810 Warner Avenue, Irvine, California. The facilities are to be owned by Irvine Inn Affordable Apt LP (the "Borrower") or a partnership of which Legado Companies (the "Developer") or a related person to the Developer is the general partner, and are generally known as Irvine Inn Apartments (the "Project").

Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may either appear in person at the time and place indicated above or submit written comments, which must be received no later than 4:00 pm on Monday, August 19, 2019, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230.

Dated: _____, 2019

COUNTY OF KINGS

By: /s/ Catherine Venturella
Clerk of the Board

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$32,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF IRVINE INN APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO RESOLUTION NO. _____
/

WHEREAS, Irvine Inn Affordable Apt LP or a partnership of which Legado Companies (the “Developer”) or a related person to the Developer is the general partner, has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$32,000,000 in outstanding aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a 194-unit multifamily rental housing project located at 2810 Warner Avenue, Irvine, California (the “Project”); and

WHEREAS, the Project is located within the City of Irvine; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the “County”) and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ___ day of _____, 20___, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 20__.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 20, 2019

SUBMITTED BY: Administration –Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot

SUBJECT: CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$45,000,000 OF REVENUE BONDS TO FINANCE AND REFINANCE THE ACQUISITION AND REHABILITATION OF CECIL RESIDENTIAL APARTMENTS

SUMMARY:

Overview:

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

Recommendation:

1. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
2. Adopt a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for SB Residential LA, LP for the Cecil Residential Apartments project.

Fiscal Impact:

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

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2019.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CONSENT TO HOLD A TAX EQUITY AND FISCAL RESPONSIBILITY ACT (“TEFRA”) PUBLIC HEARING REGARDING ISSUANCE OF UP TO \$45,000,000 OF REVENUE BONDS TO FINANCE AND REFINANCE THE ACQUISITION AND REHABILITATION OF CECIL RESIDENTIAL APARTMENTS

August 20, 2019

Page 2 of 2

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

SB Residential LA, LP (the “Borrower”), has requested that CalPFA issue multifamily housing revenue bonds in an amount not to exceed \$45,000,000 to finance and refinance the costs of the acquisition, rehabilitation, improvement, and equipping of a 301-unit multifamily rental housing project located at 636-642 South Main Street in Los Angeles, California, generally known as Cecil Residential Apartments (the “Project”).

The Board has been asked to conduct the public hearing on August 20, 2019 and to approve the issuance of the obligations as the host governmental unit. Proper notice has been made concerning this hearing.

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

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

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

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$45,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF CECIL RESIDENTIAL APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO RESOLUTION NO. _____
/

WHEREAS, SB Residential LA, LP or a partnership of which Simon Baron Development LLC and/or Skid Row Housing Trust (the "Developer") or a related person to the Developer is the general partner, has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$45,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a 301-unit multifamily rental housing project located at 636-642 South Main Street, Los Angeles, California (the "Project"); and

WHEREAS, the Project is located within the City of Los Angeles; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the "County") and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ___ day of _____, 2019, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2019.

Clerk of said Board of Supervisors