

Board Members

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



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Melanie Curtis, Deputy Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, February 11, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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.

As a courtesy to those in attendance, please silence cell phones, pagers and electronic devices.

- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – TBA
PLEDGE OF ALLEGIANCE
- II. UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- III. APPROVAL OF MINUTES**
Approval of the minutes from the February 4, 2020 regular meeting.
- IV. CONSENT CALENDAR**
A. Agriculture Department:
1. Consider:
a. Approving the Memorandum of Understanding with the California Department of Food and Agriculture for the County's Seed Law Enforcement Program for Fiscal Year 2019-2020; and
b. Authorizing the Agricultural Commissioner to sign the future invoices with the California Department of Food and Agriculture for reimbursement of costs associated with the County's Seed Law Enforcement Program for Fiscal Year 2019-2020.



CONSENT CALENDAR CONTINUED

B. Behavioral Health Department:

1. Consider approving the Service Agreement with Kings View Corporation retroactively for Fiscal Years 2018-2019 and 2019-2020 to provide Electronic Health Record System Services.
2. Consider:
 - a. Approving the transfer of funds from Mental Health Services Act Capital Facilities and Technological Needs funds to the Public Works Department as part of the Board's approved 2017-2020 Mental Health Services Act Program and Expenditure Plan to complete the remodel of the Kings View Building; and
 - b. Approving the budget change. **(4/5 vote required)**

C. Community Development Agency:

Consider approving the Agreement of indemnification and reimbursement of extraordinary costs between CalBioGas Hanford, LLC and the County dated January 30, 2020.

V.

REGULAR AGENDA ITEMS

A. Job Training Office – Lance Lippincott

Consider authorizing the closure of the Job Training office on Friday, March 20, 2020 from 8:00 a.m. to 5:00 p.m. for Americans with Disability Act/security upgrades to the One-Stop Job Center.

B. Library – Natalie Rencher

Consider approving the closure of all Kings County Library branches for a Staff Development Day on Friday, March 6, 2020.

C. Public Works – Kevin McAlister/Dominic Tyburski/Rhonda Mann/Mel Laningham

1. Consider:
 - a. Approving the construction contract with Marko Construction Group, Inc. as the apparent low bidder for the Kings View Building Remodel project, awarding the base bid, additive alternate 1, and additive alternate 2 as part of the construction contract; and
 - b. Authorizing the Public Works Director to approve additional costs up to 10% of the contract amount.
2. Consider:
 - a. Adopting a Resolution authorizing the submittal of a grant application to CalRecycle and authorizing the Public Works Director to sign all grant documents; and
 - b. Approving the budget change. **(4/5 vote required)**
3. Consider:
 - a. Approving the purchase of two gasoline vans for the Public Works Department; and
 - b. Approving the budget change **(4/5 vote required)**; and
 - c. Authorizing the Purchasing Manager to approve the purchase order.

D. Administration – Rebecca Campbell

1. Consider appointing two members to the Kings County Homelessness Collaborative.
2. Consider adopting a Resolution in supporting efforts to protect the local oil and natural gas industry and its diverse workforce in the Central Valley.
3. Consider:
 - a. Approving an amendment to an Agreement with Michel Y. Corbett & Associates for State legislative liaison services; and
 - b. Directing the County Administrative Officer to enter into negotiations with the CrisCom Company for State Legislative Lobbying services.



VI. STUDY SESSION

A. Administration – Rebecca Campbell/Roger Bradley
 2020 Legislative Platform Update.

VII. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

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

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

VIII. ADJOURNMENT

The February 18, 2020 meeting has been cancelled due to the observance of President’s Day on February 17, 2020. The next regularly scheduled meeting will be held on Tuesday, February 25, 2020, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

February 18		Regular Meeting Cancelled due to observance of President’s Day on February 17, 2020
February 19	6:00 PM	City/County Coordinating Meeting – County hosting
February 25	9:00 AM	Regular Meeting
February 25	11:00 AM	California Public Finance Authority Regular Meeting
February 25	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
February 25	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
March 3	9:00 AM	Regular Meeting
March 10	9:00 AM	Regular Meeting
March 17	9:00 AM	Regular Meeting
March 17	11:00 AM	California Public Finance Authority Regular Meeting

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

Board Members

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



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
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Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, February 4, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. B1 CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Arthur Fox – New Hope Orthodox Presbyterian Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT
- II. B2 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.
Rebecca Campbell recognized Kyria Martinez, Administrative Analyst, for earning her California Senior Executive Credential from the California State Association of Counties Institute for Excellence in County Government.
- III. B3 APPROVAL OF MINUTES**
Approval of the minutes from the January 28, 2020 regular meeting.
ACTION: APPROVED AS PRESENTED (JN, RF, RV, DV – Aye, CP -Abstain)
- IV. B4 CONSENT CALENDAR**
- A. Human Resources Department:**
Information Only – Competition for the position of Secretary to the Sheriff has been suspended by the Human Resources Director, and Amy Kemp Van Ee was appointed to the position effective January 27, 2020.
- B. Library:**
Consider authorizing out-of-state travel for Kings County Librarian, Natalie Rencher to attend the Public Library Association conference in Nashville, Tennessee on February 25-29, 2020.



CONSENT CALENDAR CONTINUED

C. Fire Department:

Consider authorizing out-of-state travel for Fire Chief, Clay Smith; Assistant Fire Chief, Brandon Jones; Battalion Chief, Rick Levy; Battalion Chief, Joshua Cunningham and Fiscal Specialist I, Keri Rosas to attend Firehouse World in Las Vegas, Nevada on February 24-26, 2020.

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

V.

REGULAR AGENDA ITEMS

B5

A. Community Development Agency – Greg Gatzka

Monthly report of the Planning Commission's actions from their February 3, 2020 meeting.

ACTION: ACCEPTED THE REPORT (RF, CP, JN, RV, DV - Aye)

B6

B. Elections Department - Lupe Villa

1. Consider:

a. Approving the amended Voting System Agreement with the California Secretary of State for additional State funding on the replacement of the Kings County voting systems and technology; and [Agmt 19-019.1]

b. Approving the budget change. **(4/5 vote required)**

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

B7

C. Information Technology Department – John Devlin

1. Consider:

a. Approving the five-year Lease Purchase Schedule Agreement with Dell Financial Services; and

b. Authorizing the Purchasing Manager to sign the Secretary/Clerk Certificate and be signatory for subsequent annual Lease Schedule approvals. [Agmt 20-111]

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

B8

D. Public Works Department – Kevin McAlister/Dominic Tyburski

1. Consider:

a. Approving the Agreement with Peters Engineering Group, Inc. to prepare Plans, Specifications and Estimate package for County roadway improvements; and

b. Authorizing the Public Works Director to sign the Agreement.

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

2. Consider authorizing the Public Works Director to sign the Request for Additional Services in the amount of \$54,585 for modifications to the construction documents for the Operations Building for the Kings County Sheriff's Office.

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

B9

E. County Counsel – Lee Burdick/Diane Walker Freeman

1. Consider:

a. Affirming the decision of the Planning Commission to approve Conditional Use Permit 19-03; and

b. Denying the Appellant's request for a fee reduction.

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

B10

F. Administration – Rebecca Campbell/Julianne Phillips

1. Consider approving a letter of support for the South Fork Kings Groundwater Sustainability Agency Climate Resiliency Grant.

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

2. Consider appointing ~~one member~~ *two members* to the Kings County Workforce Development Board.

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



VI. B11 BOARD MEMBERS 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 Pedersen stated that he attended the Hanford Rotary Crab Feed on February 1, 2020. He stated that on January 27, 2020 he attended a meeting on behalf of the San Joaquin Valley Pollution Control District with the Governor, Senator Hurtado and several other state government officials regarding the budget, transportation and air quality funding. He stated that he went to Washington, D.C. on January 28, 2020 to attend the signing of the U.S.-Mexico-Canada Agreement trade pact and that he attended the California State Association of Counties Executive Board meeting in San Diego on January 29, 2020.

Supervisor Valle stated that he attended the Corcoran City Council meeting on January 28, 2020. He also thanked Duane Cooper and Kevin McAlister for their quick response in repairing the road in the area near the Substance Abuse Treatment Facility in Corcoran. He stated that he attended an even at California State University, Fresno to introduce the new eSports program.

Supervisor Fagundes stated that he attended the St. John's Society dinner on February 1, 2020.

Supervisor Neves stated that he has been announcing basketball games at West Hills College. He stated that he attended the Community Breakfast at Tachi Palace benefiting the Fresno Resiliency Center on January 31, 2020. He stated that he attended the South Valley Winter Arts Association Show on February 1, 2020. He discussed the Kings County Academic Decathlon and congratulated Lemoore Middle College for once again taking top honors.

Supervisor Verboon stated that he attend the Kings County Farm Bureau Wine vs. Beer Showdown on January 30, 2020. He stated that he met with Assemblyman Rudy Salas and several landowners from the area regarding Sustainable Groundwater Management Act issues on January 31, 2020. He stated that he also attended the Hanford Rotary Crab Feed on February 1, 2020.

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received correspondence from the California Wildlife Conservation Board regarding Kaweah Subbasin regional Conservation Investment Strategy for Tulare and Kings Counties and from the California Department of Fish and Game regarding revisions of the Experimental Fishing Permit program regulations.**
- ◆ **Upcoming Events: Rebecca Campbell stated that Census Community Forums will take place from 6-7 p.m. on February 12, 2020 at the Home Garden Learning Center, on February 19, 2020 at the Avenal Theatre and on March 11, 2020 at the Armona Senior Center. She stated that the Black History Month Celebration will be held at the Hanford Civic Auditorium on February 29, 2020 from 6:00 to 9:00 p.m.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated that the following items will be on an upcoming agenda: Ag- Ag Seed Law Memorandum of Understanding, Public Works – Kings View Remodel Project, Public Works – Motorpool vans purchase, Behavioral Health- Kings View agreement for electronic health records system services, Job Training Office – Department closure for ADA/Security upgrades, Library – Staff Development Day, Administration – Amendment to agreement with the State Census for additional funds, Administration – Legislative Platform Study Session, Administration - SB 81 round two juvenile center remodel project – plans, specifications, and advertising, Administration – Resolution supporting efforts to protect oil & natural gas industry in the Central Valley, Administration – request to draw down operation & maintenance funds for Kettleman City Community Services District, Administration- Adoption of Legislative Platform, Administration – State lobbyist contract, Human Services Agency - Medi-Cal Expansion Grant.**



VII. B12 CLOSED SESSION

- ◆ **Significant Exposure to Litigation:** 1 case [Govt. Code Section 54956.9 (d)(2), (e)(1)]
- ◆ ~~**Significant Exposure to Litigation:** 1 case [Govt. Code Section 54956.9 (d)(2), (e)(3)]~~

ITEM PULLED

REPORT OUT: LEE BURDICK STATED THAT IN THE MATTER OF SIGNIFICANT EXPOSURE TO LITIGATION THE BOARD DENIED THE CLAIM FILED BY JAKE MILLER.

VIII. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, February 11, 2020, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 11, 2020

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S SEED LAW ENFORCEMENT PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner cooperates with the California Department of Food and Agriculture to provide reimbursable seed law enforcement inspections in Kings County.

Recommendation:

- a. Approve the Memorandum of Understanding with the California Department of Food and Agriculture for the County's Seed Law Enforcement Program for Fiscal Year 2019-2020; and
- b. Authorize the Agricultural Commissioner to sign future invoices with the California Department of Food and Agriculture for reimbursement of costs associated with the County's Seed Law Enforcement Program for Fiscal Year 2019-2020.

Fiscal Impact:

Revenues of \$5,330 for this program are included in the Fiscal Year 2019-2020 adopted budget, in Budget Unit 260000, Account 80543 (State Aid-Agriculture).

BACKGROUND:

This memorandum of understanding (MOU) is intended to reimburse the County for providing inspection services for the purpose of enforcement of the California Seed Law. The intent of the law is to ensure that agricultural and vegetable seed sold in California is properly labeled to identify and determine the quality of the seed.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S SEED LAW ENFORCEMENT PROGRAM

February 11, 2020

Page 2 of 2

Counties entering into a cooperative agreement with the Department of Food and Agriculture agree to monitor seed operations offering agricultural and vegetable seed for sale in their county. This is an ongoing program; however, the current fiscal year agreement is not offered to Kings County until in middle of December because CDFA needs to finish computing the payment for the prior year's work. Reimbursement is prorated and dependent upon volume of seed inspected and the workload of all the counties.

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

DEPARTMENT OF FOOD AND AGRICULTURE

1220 N Street
Sacramento, CA 95814
Phone: (916) 403-6715

KAREN ROSS, Secretary



December 19, 2019

TO: COUNTY AGRICULTURAL COMMISSIONERS

SUBJECT: Proposed Units of Activity for Seed Subvention MOU

Attached is a list of seed operations in your county. This list was compiled by cross referencing the 18/19 list with the list of firms authorized to sell seed in 19/20 (the most recent complete list). Please review the list with your staff and add, delete or edit as needed. Please report changes to CDFA.

CDFA is especially interested in learning the type of operation for firms designated as "Eval" (evaluate) on the list. The possible categories for the type of firm are provided on the bottom of the proposed units of activity. If you think a firm fits into multiple categories for "type," please make a judgment as to their predominant activity. Contact me directly if you wish to assign units of activity to firms designated with type = "Eval" or to firms presently assigned "0" units.

Each unit of activity takes into consideration the type of operation, the kinds of seeds and number of lots handled. Consideration is also given to the seasonal activity of the location, as well as the enforcement efforts necessary to assure compliance with the California Seed Law. If I do not receive a request for change, this list will be used as the scope of work in the 2019/20 Memorandum of Understanding (MOU) for seed law enforcement work by your county.

You may wish to compare the total units of activity in the prior year with the total units proposed on this list for FY 2018/19. Both totals are presented on the 2019/20 proposal. If there have been any changes to the number of seed operators in your county, you may observe a difference in units. When you are finished reviewing the list, please return it to me with an indication of the changes, or a statement that says "no changes". A simple email is adequate: SeedServices@cdfa.ca.gov.

The units of activity that you report on the Report 6 will be used to determine if your county met the enclosed scope of work. The annual apportionment of funds that each county receives is based on the total units of activity reported. If you need to know how much of the apportionment your county should expect, you can calculate an estimate by using an average of the amounts your county received in previous years as reported toward the end of the enclosed Proposed Units of Activity document.

If you have any questions, please contact me at the number above.

Sincerely,

A handwritten signature in blue ink that reads 'Brenda Lanini'.

Brenda Lanini
Senior Environmental Scientist
Nursery, Seed, and Cotton Program
Pest Exclusion Branch
Plant Health and Pest Prevention Services

Attachments

**CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2019 - June 30, 2020**

County: Kings

MOU Ref No: 19-sd16

As provided by section 52323 of the Food and Agricultural Code (FAC), this Memorandum of Understanding establishes an annual cooperative agreement for enforcement of the California Seed Law between the Agricultural Commissioner and the California Department of Agriculture (CDFA). Per section 52325, the Agricultural Commissioner agrees to maintain a compliance level on all seed in the county so that the statewide compliance is not less than eighty-five percent. In addition, the Agricultural Commissioner agrees to submit monthly reports of enforcement activities to CDFA so that CDFA can measure fulfillment of the terms of this MOU and monitor compliance to the seed law.

Upon completion of the renewal cycle for firms obtaining authorization to sell seed, the Seed Services Program of CDFA will provide each Commissioner with a list of firms authorized to sell seed in their county. Each firm will be assigned units-of-activity for enforcement. Commissioners may request modification to the proposed units of activity and to the list of firms, or may simply accept the list. If new firms are discovered during the period of this MOU, the Commissioner may request that said firm(s) be added to the list and an appropriate amount of units of activity for enforcement be assigned. Commissioners may not request additions to their list after April 15th of the fiscal year for which the MOU is intended.

In the event that CDFA requests county staff to attend seed sampler training, the Commissioner may request reimbursement of expenses incurred from participation at sampler training sponsored by the CDFA Seed Services Program. All requests for reimbursement will be submitted as itemized invoices within 45 days of attendance at the sampler training. Such requests will be in accordance with the guidelines for travel expense claims in the requesting county. Requests for said reimbursements will be paid by the Seed Services Program within 60 days of receipt and from the \$120,000 aggregate amount allotted by section 52323 for seed subvention to counties. Reimbursements for the cost of attendance at training will be paid before the remaining amount left from the original \$120,000 is apportioned to participating counties.

Upon successful completion of the terms in this MOU, (a) counties with no registered seed labelers may receive one hundred dollars (\$100) and (b) counties with registered seed labelers shall receive payments based upon their units of enforcement activity reported during the period of this MOU. **All enforcement activities must be reported by October 15th of the fiscal year following the stated period of this MOU.** If a county fails to submit a monthly report by October 15th of the year following the period of this MOU, CDFA will assume there were no enforcement activities to report for that month and will total the statewide units of enforcement activity (FAC 52324). The rate of compensation per unit of enforcement activity shall be established by dividing the total statewide units of activity into \$120,000 minus the amount required for payments of \$100 to counties with no registered labelers. **The Commissioner agrees that failure to submit monthly Report 6s by October 15th will affect the overall rate of compensation per unit of enforcement activity and will concomitantly affect the amount of proposed payment to the Commissioner's county.**

Once the rate per unit of activity has been determined, CDFA will send a summary of work completed and proposed payment to each county. The County Agricultural Commissioner or authorized Deputy Agricultural Commissioner must sign the proposed payment and return it to CDFA – Seed Services Program, at which time it will become a signed invoice requesting payment per statute (FAC 52323-52325). If the proposed payment is not received by the CDFA Seed Services Program within 45 days of arrival at the county, CDFA will assume that the county agrees with the proposed payment and will make payment per statute at the amount indicated in the proposed payment. CDFA will make payment in the fiscal year following the year of enforcement activity (FAC 52323).

The following performance standards must be met in order to receive the annual apportionment:

**CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2019 - June 30, 2020**

County: Kings

MOU Ref No: 19-sd16

PERFORMANCE STANDARDS

1. Inspection of premises and seed lots - One (1) or more inspections of each registered seed firm or distribution center on the County's Units of Activity List will be conducted. A list of all inspections completed and the dates of inspection will be maintained by the county for two years after the fiscal year. A tally of completed inspections will be reported each month on the Report 6 form and submitted to the Seed Services Program of CDFA. Failure to perform an assigned premises inspection will result in a loss of compensation equivalent to three assigned label evaluations.
2. Label Evaluations – Each label from unique seed lots of firms on the county's list will be evaluated as a unit of activity and assigned a base rate of compensation per label. Quantities of labels evaluated beyond the number indicated on the units of activity list, may be assigned a lesser rate of compensation per label. Labels will be evaluated for compliance to the California Seed Law (CSL) and relevant portions of the Federal Seed Act (FSA). Violations of the CSL or FSA will be reported immediately to the Seed Services Program.
3. Commissioners that participate on Investigative Committees for seed complaints may claim up to nine units of activity for each seed complaint Investigative Committee they participated on.
4. Label Evaluation priority and limits- In order to assist the seed industry in achieving and maintaining compliance with the California Seed Law, the following priorities have been developed for the Agricultural Commissioner. The limits indicated are relevant to extra labels that might be evaluated by a county.
 - a) Agricultural and vegetable seed grown, conditioned, packaged, or repackaged at local operations.
 - b) Agricultural and vegetable seed of kinds utilized by farm plantings within the County.
 - c) Grass (lawn) seed kinds are limited annually to not more than fifteen (15) labels from any one Distribution Center, and not more than five (5) labels of grass seed offered for sale by retail merchants for nonfarm use.
 - d) Agricultural, vegetable and grass seed labels on seed identified in 008 Border Inspection Reports will count as extra labels evaluated unless they are counted towards the required amounts on the units of activity list. See Report 6 instructions for proper reporting of labels related to 008 Inspections.
 - e) Stop-sales may be issued on seed containers labeled incorrectly or incompletely at inspection time. Stop-sales are encouraged on seed labeled by firms not authorized to sell seed in California.

This Memorandum of Understanding must be signed and returned to the Department within 45 days of receipt and shall continue to, and terminate on, the 30th day of June, 2020.

Secretary, or his/her representative
Department of Food and Agriculture

Agricultural Commissioner,
Kings County

By _____

By _____

Date _____

Date _____

**CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2019 - June 30, 2020**

County: Kings

MOU Ref No: 19-sd16

Additional endorsements/approvals if needed.

County of Kings:

By _____

Date _____

Title: _____

County of Kings:

By _____

Date _____

Title: _____

County of Kings:

By _____

Date _____

Title: _____

County of Kings:

By _____

Date _____

Title: _____

Signed copies should be sent to:

California Dept. of Food and Agriculture
Attn: Brenda Lanini - Seed Services Program
1220 N Street
Sacramento, CA 95814
SeedServices@cdfa.ca.gov

Important: Do NOT send to CDFA Contracts. These are MOUs per statutory authority. They may get lost if you send them to CDFA Contracts.

Thank you

The following list was generated from a database of firms authorized to sell seed in your county during the present fiscal year. This list was compared to last year's list but there may be corrections, deletions, or additions that you would like to make. Please review the list and make corrections on this form and return a copy to the Seed Services Program. If no changes are sent to the Seed Services Program, this list will serve as the benchmark to determine your county's performance and subsequent apportionment of seed subvention funds for the contracted fiscal year. You may wish to contact firms that did not renew so you can recapture those units.

Firm	Location	Type	No. of Seed Lots to Eval.	No. of Premises Inspections	Please Note
Barkley Seed/Crisp Warehouse	Lemoore	Labeler	3	1	
CalArco, Inc	Corcoran	Labeler	3	1	
Clarence Lima Seeds	Lemoore	Eval	0	0	
Crop Production Services	Lemoore	Eval	3	1	DBA of LPI - Formerly Evangelho Seed Location
Evangelho Seed Company Inc.	Lemoore	Eval	0	0	
Helena Chemicals - Hanford	Hanford	Labeler	3	1	
JC Diversified Enterprises Inc	Stratford	Labeler	3	1	
JG Boswell Company	Corcoran	Labeler	12	1	
Olam West Coast, Inc	Hanford	Eval	0	0	
Simplot (formerly Britz)	Hanford	Eval	0	0	HQ in Fresno. Need pics of labels
Stacy Seeds	Kettleman City	RLblaos	0	0	
Zanola Bill B	Stratford	Labeler	6	1	

FIRM = Facility registered to label and or sell seed, or a major distribution center.
TYPE = Types of seed operations are as follows:

Labeler - attaches label and offers seed for sale in California

Dealer - sells seed but does not attach his or her own label.

Distribution Center - receives seed from an out-of-state registered labeler and distributes to local retail outlets.

RLblaos - registered labeler but limited amount of seed.

Conditioner - only cleans or conditions seed. Does not label or sell seed.

NE - nursery exempt. Authorized to sell seed under nursery license.

19/20 PROPOSED PERFORMANCE STANDARDS FOR KINGS COUNTY

Number of unique seed lots that must have labels evaluated* 33
Number of premises inspections to conduct* 7

Note: Your MOU for last year had:

33 unique labels to evaluate
7 premises to inspect

Payment for the proposed work will be made in FY 20-21 and will be calculated using the reported units of activity. A reduction in assigned or reported units of activity may result in a reduction in payment. For points of reference, your county was paid the following amounts for seed-law work in recent years.*

<i>Payment for work in FY 15-16 was</i>	<i>\$4,895.43</i>	<i>Payment for work in FY 17-18 was</i>	<i>\$4,819.08</i>
<i>Payment for work in FY 16-17 was</i>	<i>\$5,084.06</i>	<i>Payment for work in FY 18-19 was</i>	<i>\$5,330.43</i>

**Work performed in 19-20 will be tallied after Oct. 2020 and payment will be made in FY 20-21 per statute.*

FIRM = Facility registered to label and or sell seed, or a major distribution center.
TYPE = Types of seed operations are as follows:

Labeler - attaches label and offers seed for sale in California

Dealer - sells seed but does not attach his or her own label.

Distribution Center - receives seed from an out-of-state registered labeler and distributes to local retail outlets.

RLblaos - registered labeler but limited amount of seed.

Conditioner - only cleans or conditions seed. Does not label or sell seed.

NE - nursery exempt. Authorized to sell seed under nursery license.

NOTE: You may not need a resolution from your County Board of Supervisors to sign the MOU with Seed Services.

State Administrative Manual (SAM) - Chapter 1200

1208 AUTHORIZATION OF AGREEMENTS (Revised 09/05)

1. State Departments—Authorized Signatures

2. Local Governmental Entities—Authority

- a. Purchase documents to be signed by a county, city, district or other local public body must be authorized by a resolution, order, motion or ordinance for the purchase document. A copy of the authorization should be sent to DGS/OLS with the purchase document.
- b. Where performance by the local governmental entity will be complete prior to any payment by the state a resolution is not needed. Such instances are usually one time events such as a room rental.

1215 EXEMPTION FROM APPROVAL BY THE DEPARTMENT OF GENERAL SERVICES (Revised 8/01)

1. All contracts must conform to the requirements for contracts as stated in statutes, regulations, and policy.
2. The law requires all contracts to be approved by DGS unless exempted or there is a delegation to an agency.
3. All contracts and interagency agreements are subject to approval by DGS except:
 - a. Contracts of \$35,000 or less, unless subject to the provisions of SAM Section 1216. See Government Code Section 14616.
 - b. Interagency agreements less than \$50,000 unless subject to the provisions of SAM Section 1216. See Government Code Section 14616.
 - c. Contracts with specific statutory exemption from DGS approval. See Public Contract Code (PCC) Section 10295.
 - d. Amendment to a contract or interagency agreements that only extends the time for completion of performance for a period of one year or less. A contract may only be amended once under this exemption. See PCC 10335.
 - e. Any contract for which the agency has a specific exemption letter from DGS under Government Code Section 14616, or PCC Section 10351.
4. Considerations Related to Exempt Contracts
 - a. No contract which exceeds \$75,000 will be exempt from DGS review, without specific statutory authority.
 - b. A copy of each exempt contract or interagency agreement is to be retained in the agency's file for three years from the date of the final payment.
 - c. Where the performance is other than monetary, such consideration must be valued on a monetary basis for the purpose of determining whether approval of DGS is required.
 - d. Any state agency that enters into or expects to enter into more than one consulting services contract with the same individual, business firm, or corporation within a 12-month period for an aggregate amount of twelve thousand five hundred dollars (\$12,500) or more, shall notify DGS in writing and shall have each contract that exceeds an aggregate amount of twelve thousand five hundred dollars (\$12,500) approved by DGS.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 11, 2019

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: AGREEMENT WITH KINGS VIEW CORPORATION FOR ELECTRONIC HEALTH RECORD SYSTEM SERVICES

SUMMARY:

Overview:

Behavioral Health is seeking approval for an agreement with Kings View Corporation for Electronic Health Record (EHR) System Services for a term covering Fiscal Years 2018-2019 and 2019-2020.

Recommendation:

Approve the Service Agreement between Behavioral Health and Kings View Corporation retroactively for Fiscal Years 2018-2019 and 2019-2020 to provide Electronic Health Record System Services.

Fiscal Impact:

There will be no impact to the County General Fund. The revenue received to fund this agreement are distributed in Behavioral Health Budget Units 420000, 422100, and 422200. The cost of the agreement in Fiscal Year (FY) 2018-2019 was \$126,185 and FY 2019-2020 is \$210,108.

BACKGROUND:

Kings County entered into an agreement with Kings View Corporation (Kings View) in 2009 for development, implementation, and ongoing support of Anasazi (now called Cerner), which is a comprehensive electronic health records (EHR) system. Cerner is the County's technological solution for documentation, billing and State reporting for the Behavioral Health Department (BH), in addition to County contracted Substance Use Disorder (SUD) treatment service providers and County contracted Mental Health (MH) prevention and treatment service providers.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH KINGS VIEW CORPORATION FOR ELECTRONIC HEALTH RECORD SYSTEM SERVICES

FEBRUARY 11, 2020

Page 2 of 2

Cerner is approved by the State of California for Medi-Cal and Drug Medi-Cal billing, along with reporting and documentation of services. Kings View has a long-standing history of implementing and managing EHR systems that addresses the unique needs of both mental health and SUD services. Kings View currently provides EHR solutions for approximately twenty (20) California Counties.

There are two factors for the increases in the FY 2019-2020 agreement. First, there is increased number of users in the last two fiscal years. The department has contracted with two new Mental Health service providers, Tele-psychiatric services, and additional BH staff. Kings View is responsible for setting up and the training of all new users for the system. Second, Kings View is in the process of upgrading to the new EHR system; Cerner Integrated System called Millennium. There is an initial one-time set up and the migration fees for the new system. This system transition is scheduled to start in March to September 2020.

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

**AGREEMENT FOR SERVICES
BETWEEN THE COUNTY OF KINGS AND KINGS VIEW**

THIS AGREEMENT is made and entered into as of the 1st day of July, 2018, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Kings View, a non-profit organization (hereinafter “Contractor”).

R E C I T A L S

WHEREAS, County requires the Contractor to provide assistance with Electronic Health Records System (EHRS) customization including workflow redesign, keying guides, management forms, design and development, training materials and other assistance as it relates to client data.

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

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

Payment for service provided under this Agreement is limited to the maximum amount of \$ _____ for FY 2018/2019, and _____ For FY 2019/2020.

Should no funds or insufficient funds be appropriated for this Agreement, County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

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

4. TERM

This Agreement shall **commence on July 1, 2018**, and shall **terminate on June 30, 2020**, unless otherwise terminated in accordance with its terms. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

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

7. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting

party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

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

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.

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

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

8. INSURANCE

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

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

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

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

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

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

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

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

officers, agents, employees, or subcontractors of Contractor.

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

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

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

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by

Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

COUNTY:
COUNTY OF KINGS
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:
KINGS VIEW
7170 N. FINANCIAL DR.
FRESNO, CA 93637

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) overnight carrier, it is effective as of the date of delivery; c) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

20. CHOICE OF LAW

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

21. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, 11 Compliance with Law, and Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES.

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

24. ADA COMPLIANCE

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

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall have available a copy of County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit C**.

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

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

The parties agree that each party had had an opportunity to review this Agreement and consult with legal 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.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

26. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS

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

27. 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 have executed this Agreement the day and year first written above.

County of Kings

Contractor

By: _____
Doug Verboon, Chairman

By: _____
Amanda Nugent Divine, CEO
Kings View Corporation

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Juliana F. Gmur, Assistant County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Budget

Exhibit C: Kings County ADA Grievances Procedures

Exhibit D: Assurances and Certifications

Exhibit E: BAA/HIPAA



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 11, 2020

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: MENTAL HEALTH SERVICES ACT CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS FUNDS

SUMMARY:

Overview:

Behavioral Health is requesting the Board approve the transfer of Kings County’s Mental Health Services Act (MHSA) Capital Facilities and Technological Needs (CFTN) funds to Public Works to complete the remodel of the Kings View building.

Recommendation:

- a. Approve the transfer of funds from Mental Health Services Act Capital Facilities and Technological Needs funds to Public Works Department as part of the Board’s approved 2017-2020 Mental Health Services Act Program and Expenditure Plan to complete the remodel of the Kings View building; and
- b. Approve the budget change. (4/5 Vote Required)

Fiscal Impact:

There is no fiscal impact to the County General Fund. This requested fund transfer amount of \$169,000 is an MHSA CFTN funds, and was included in the adopted Fiscal Year (FY) 2019-2020 Budget, in Unit 422200, titled Mental Health Services Act.

BACKGROUND:

Kings County Behavioral Health revised MHSA CFTN Plan for FY 2017-2020 was approved by the Board on June 11, 2019. The Revised plan included the Kings County owned building that is currently being utilized by Kings View Counseling Services, which was selected as the new MHSA CFTN project.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020
CATHERINE VENTURELLA, Clerk to the Board
By _____, Deputy.

Agenda Item

MENTAL HEALTH SERVICES ACT CAPITAL FACILITIES AND TECHNOLOGICAL NEEDS FUNDS

February 11, 2020

Page 2 of 2

This MHSA CFTN Program Plan is to remodel the Kings View building with the available funds for the project in the amount of \$937,498. Initially, \$750,000 was allocated for the project under Capital Outlay and was included in the FY 2019-2020 budget; \$18,498 was utilized on a partial payment for the design services and \$169,000 is the remaining balance to be transferred, and it will be used on the project construction.

Public Works Department is facilitating the design and construction process of this remodel project. Chas Rhoads Architecture was awarded a contract for design services in April of 2019. The estimated project completion date is June 30, 2020.

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

Auditor Use Only
Date
J/E No.
Page of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Capital Outlay	Kings View Update	0001	70000	94006	169,000
General	Behavioral Health	Transfer Out	0001	42220	96000	169,000
					TOTAL	338,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Capital Outlay	Revenue Transferred In	0001	70000	89000	169,000
General Fund	Behavioral Health	St. Aid. - CFTN	0001	42220	85033	169,000
					TOTAL	338,000

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
					TOTAL	0

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
					TOTAL	0

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

Auditor Approval _____ Department Head _____

CAO Approval _____ Board Approval _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 11, 2020

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

SUBJECT: AGREEMENT BETWEEN CALBIOGAS HANFORD, LLC AND THE COUNTY FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

SUMMARY:

Overview:

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

Recommendation:

Approve the Agreement of Indemnification and Reimbursement of Extraordinary Costs between CalBioGas Hanford, LLC. and the County dated January 30, 2020.

Fiscal Impact:

None.

BACKGROUND:

CalBioGas Hanford, LLC. has applied for a conditional use permit (CUP No. 19-07) on September 13, 2019, for the construction and installation of a 9.6 mile, low pressure biogas pipeline and biogas upgrading facility located in Kings County ("the Project"). The environmental document for Conditional Use Permit No. 19-07 was completed and released for public comment on December 3, 2019 with the closing of public comments on January 3, 2020. Authorization of the Indemnification and Reimbursement for Extraordinary Costs Agreement between CalBioGas Hanford, LLC. and the County. This agreement will put the financial responsibilities and liability for costs that has and will occur during the Project solely upon CalBioGas Hanford, 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.

This item has been reviewed by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND CalBioGas Hanford LLC FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

THIS AGREEMENT is entered into on this 30th day of January, 2020 by and between CalBioGas Hanford 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 CUP 19-07 for the Hanford Biogas Cluster project located in the eastern portion of Kings County, approximately 6 miles north of Corcoran and 8 miles south of 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:
Neil Black, President
CalBioGas Hanford LLC
324 S. Santa Fe Street, Ste. B
Visalia, California 93292
nblack@calbioenergy.com

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

With a copy to Applicant's Consultant:
David DeGroot, Principal Civil Engineer
4Creeks, Inc.
324 S. Santa Fe Street, Suite A
Visalia, California 93292
davidd@4-creeks.com

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 and is effective as of the date and year first set forth above.

APPLICANT

Date:



Neil Black, President
CalBioGas Hanford LLC

COUNTY

Date:

_____, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM:

Date: February 4, 2020



Diane Walker Freeman
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 February 11, 2020

SUBMITTED BY: Job Training Office-Lance Lippincott

SUBJECT: TEMPORARY DEPARTMENT CLOSURE FOR AMERICANS WITH
DISABILITY ACT/SECURITY UPGRADES

SUMMARY:

Overview:

The Job Training Office is requesting authorization to temporarily close the One-Stop Job Training Center to enable Americans with Disability Act/security upgrades to occur in the areas accessible to the public.

Recommendation:

Authorize the closure of the Job Training Office on Friday, March 20, 2020 from 8 a.m.-5 p.m. for Americans with Disability Act/security upgrades to the One-Stop Job Center.

Fiscal Impact:

None.

BACKGROUND:

In order to provide better access to the One-Stop Job Center for Kings County residents with disabilities, and to improve facility security for staff and visitors, upgrades to the Kings County One-Stop Job Center are planned for March 20, 2020. These upgrades will include a new reception counter, with an added kiosk/service area that is wheelchair accessible. Areas with confidential participant information will be enclosed, with passcode enabled locking doors limiting access to non-authorized individuals. Construction of the upgrades is estimated at less than a day, but will take place in areas primarily open to the public. In order to limit the risk of injury to the visiting public, the Job Training Office is requesting authorization to close the office, prior to closure staff will post signs on the door and post on social media informing the public of the closure.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 11, 2020

SUBMITTED BY: Library – Natalie R. Rencher

SUBJECT: STAFF DEVELOPMENT DAY

SUMMARY:

Overview:

The Library Department is requesting the closure of all branch libraries for a Staff Development Day on Friday, March 6, 2020.

Recommendation:

Approve the closure of all Kings County Library branches for a Staff Development Day on Friday, March 6, 2020.

Fiscal Impact:

None.

BACKGROUND:

Recognizing that effective implementation of organizational and professional development must also be inclusive; the Library Department is requesting a one-day closure to enable as many library staff members, Friends of the Library, and Library Advisory Board to participate. The one-day closure is an opportunity to engage in conversations and planning to create a more inclusive environment, to explore what lies ahead for libraries, and to better serve patrons of the community. If approved, the branches will be closed all day Friday, March 6, 2020. The Corcoran, Hanford and Lemoore Branches will be open as normal on Saturday, March 7, 2020 at 12:00 p.m.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 11, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski

SUBJECT: KINGS VIEW BUILDING REMODEL PROJECT

SUMMARY:

Overview:

On November 19, 2019, your Board approved the project plans and specifications, and authorized advertisement of the Kings View Building Remodel project. On January 27, 2020, two (2) bids were opened, all of which were considered responsive and responsible. The low bid, in the amount of \$796,000 was submitted by Marko Construction Group, Inc.

Recommendation:

- a. Approve the construction contract with Marko Construction Group, Inc. as the apparent low bidder for the Kings View Building Remodel project, awarding the base bid, additive alternate 1, and additive alternate 2 as part of the construction contract ; and
- b. Authorize the Public Works Director to approve additional costs up to 10% of the contract amount.

Fiscal Impact:

This project utilizes Proposition 63 funding, known as the Mental Health Services Act (MHSA) under the Capital Facilities & Technology Needs (CFTN) portion. The estimated construction cost is \$770,000, of which 100% will be paid by Proposition 63 funds as shown in the adopted Fiscal Year 2019-2020 Budget, Budget Unit 700000 Account Number 94006.

BACKGROUND:

The Public Works Department, based on a request by the Behavioral Health Department, prepared and advertised a Request for Proposals to hire a licensed architect for the purpose of preparing plans and specifications to remodel portions of the Kings View building, which was constructed in 1989. Design work

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

KINGS VIEW BUILDING REMODEL PROJECT

February 11, 2020

Page 2 of 2

commenced immediately after approval of the agreement and construction is anticipated to begin in late February 2020 taking 6 months to complete. Improvements include a remodeled adult entrance/waiting area, newly constructed separate children's entrance/waiting area, new lighting and flooring, reconfiguration of office space, fresh paint, Americans with Disabilities Act improvements, and a new internal hallway security door. The plans and specifications for this work were prepared by Public Works Engineering. Construction will commence March 2, 2020 if approved, and the estimated completion date is June 20, 2020.

The two (2) bids were as follows:

RANK	BIDDERS	BASE BID	Add Alt 1	Add Alt 2	Add Alt 3	TOTAL
1	Marko Construction Group, Inc.	\$ 682,000	\$ 56,000	\$ 32,000	\$ 26,000	\$ 796,000
2	Ardent General, Inc.	\$ 723,700	\$ 59,000	\$ 34,000	\$ 18,000	\$ 834,700

The construction agreement has been reviewed and approved as to form by County Counsel, and was approved by your Board as part of the project specifications.

**COUNTY OF KINGS
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS**



CONSTRUCTION AGREEMENT

KINGS VIEW BUILDING REMODEL PROJECT

COUNTY BID #2020-17

Award Date: **February 11, 2020**

KINGS VIEW BUILDING REMODEL PROJECT

CONSTRUCTION AGREEMENT

for

KINGS VIEW BUILDING REMODEL PROJECT

THIS AGREEMENT, made and entered into this 11th day of February, 2020, by and between the County of Kings, hereinafter referred to as “Owner,” and Marko Construction Group, Inc., hereinafter referred to as “Contractor.”

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

ARTICLE 1

THE CONTRACT DOCUMENTS

The complete Contract between Owner and Contractor consists of the following Contract Documents which are incorporated herein by reference as though fully set forth, except for modifications issued after execution of this Agreement, and are enumerated as follows:

1.1. This Construction Agreement.

1.2 The General Conditions dated August 2019 which contains the defined terms common to all Contract Documents.

1.3 The Supplementary Conditions dated August 2019.

1.4 The Plans and Specifications as approved by the Kings County Board of Supervisors and amended by addenda, if any.

1.5 The Addenda, if any, are as follows:

<u>Number</u>	<u>Date</u>
1	December 28, 2019
2	January 7, 2020
3	January 17, 2020
4	January 22, 2020
5	January 24, 2020

ARTICLE 2

THE WORK

Contractor agrees to furnish at his or her own cost and expense, all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation, and services necessary to complete the construction of the **KINGS VIEW BUILDING REMODEL PROJECT** in strict accordance with the Contract Documents. All Work shall be completed in a good and workmanlike manner.

ARTICLE 3

CONTRACT TIME

3.1 For the purpose of determining the Contract completion date, the date of commencement shall be ten

KINGS VIEW BUILDING REMODEL PROJECT

(10) calendar days after the mailing of the written Notice to Proceed, or, if no such written Notice to Proceed is issued, **fifteen (15) calendar days from the date of the Notice of Award.**

3.2 The Work shall be commenced on the date provided for in Section 3.1 and shall be diligently pursued by Contractor and completed no later than the Contract Time of **two-hundred and ten (210) calendar days** from the date of commencement.

ARTICLE 4 CONTRACT PRICE

4.1 For the erection, construction, and completion of the Work as described in Article 2 and in strict compliance with the Contract Documents, Owner agrees to pay to Contractor the Contract Price of **seven-hundred and seventy thousand dollars (\$770,000.00) for the base bid, additive alternate 1, and additive alternate 2,** subject to any additions or deductions as provided in the Contract Documents.

ARTICLE 5 PROGRESS PAYMENTS

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

5.2 Progress payments shall be adjusted and made as set forth in the General Conditions.

ARTICLE 6 FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Price minus any amounts subject to stop notices or dispute amounts shall be made by Owner to Contractor when: 1) the Contract has been fully performed by Contractor; and 2) a final Certificate for Payment has been issued by Inspector. Such final payment shall be made by Owner not more than sixty (60) days after the recording of the Notice of Completion.

6.2 Pursuant to Section 7201 of the Public Contract Code, retention proceeds withheld by Owner from any payment, except in the event of a dispute, shall not exceed five percent (5%) of the payment. In no event shall Owner withhold retention proceeds in excess of five percent (5%) of the Contract Price, unless Owner's governing body, or its designee, prior to going to bid, held a public hearing during which the Work was declared substantially complex as defined in Section 7201 of the Public Contract Code. Contractor and Subcontractors shall be bound by these restrictions on the amount of retention proceeds withheld from any payments and shall have the limitations of Section 7201 of the Public Contract Code included in any contracts concerning any Work in connection with the Contract Documents.

6.3 Pursuant to Section 7107 of the Public Contract Code, in the event of a dispute between Owner and Contractor, Owner may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute. Except as so withheld or amounts withheld pursuant to valid stop notices, Owner shall release any retention proceeds withheld within sixty (60) days after the date of completion of the Work. In the event retention payments are not made within the time periods required by Section 7107 of the Public Contract Code, Owner shall be subject to the interest payment provisions of subdivision (f) of Section 7107.

KINGS VIEW BUILDING REMODEL PROJECT

ARTICLE 7 MISCELLANEOUS

7.1 Liquidated Damages shall be imposed upon Contractor should Contractor fail to complete the Work within the Contract Time or as otherwise provided in the Contract Documents. Contractor shall also become liable to Owner for all losses and damages which Owner may suffer on account of any other basis. Owner reserves the right to withhold payment of amounts expected to be withheld as liquidated damages from any payments in the event Contractor's schedule shows a delay in completion as specified above.

7.2 It is hereby further agreed that in case Contractor does not complete the Work within the Contract Time, for reasons or causes other than those provided for in the Contract Documents, Owner will be damaged. After considering such a breach and all aspects of the Work including, but not limited to, the type of Work to be completed, the current and future uses of facilities and premises that will be affected by a delay to the completion of the Work, the disarrangement of premises and facilities during the Work, and the additional cost and difficulty of using disarranged, alternative, or temporary facilities necessitated by any delay to the completion of the Work, the parties agree that a reasonable amount of damages resulting from such a breach, if any, will be one thousand dollars **(\$1,000)per calendar day**. The parties further understand and agree that the withholding of this amount, if necessary, will constitute the payment of liquidated damages and not a penalty. The parties agree that this amount is manifestly reasonable under the circumstances existing at the time of this agreement due to the nature of the Work to be performed and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of breach. In case of such breach, it is agreed that Owner may deduct the amount thereof from any monies due or to become due to Contractor under the Contract Documents.

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

ARTICLE 8 TERMINATION OR SUSPENSION

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

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

IN WITNESS WHEREOF, Owner and Contractor have executed this Construction Agreement on the day and year first above written.

Owner, County of Kings

Contractor,

By: _____
Doug Verboon, Chairman
Board of Supervisors

By: _____

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 11, 2020

SUBMITTED BY: Public Works – Kevin McAlister/Rhonda Mann

SUBJECT: CALRECYCLE CITY/COUNTY PAYMENT PROGRAM GRANT FOR FISCAL YEAR 2019-2020

SUMMARY:

Overview:

Public Works is requesting approval to apply for a grant in the amount of \$10,000 to CalRecycle to purchase three-stream recycling receptacles for use in high traffic common areas throughout the Government Center to promote recycling.

Recommendation:

- a. Adopt the Resolution authorizing the submittal of a grant application to CalRecycle and authorizing the Public Works Director to sign all grant documents; and
- b. Approve the budget change form. (4/5 vote required)

Fiscal Impact:

The funds will go into the Building Maintenance Division to fund the purchase of recycling containers around the Government Center. This will increase the Supply and Materials expense account 92001 by \$10,000 and increase the Other Rev 88025 account by \$10,000.

BACKGROUND:

CalRecycle has established various payment programs (non-competitive grants) to qualifying jurisdictions. One of these grants will provide the Public Works Department with \$10,000 in funding for recycling and/or litter removal. Staff is looking at providing containers that will allow staff and customers to source separate cans/bottle, paper, and waste. Staff will be looking into an option for organic material in break rooms.

County Counsel has approved as to form the resolution.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF AUTHORIZING
SUBMITTAL OF APPLICATION TO
CALRECYCLE FOR PAYMENT PROGRAMS
AND RELATED AUTHORIZATIONS /

Resolution No. 20-_____

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the Department of Public Works, County of Kings, is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the Director of Public Works, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 11th day of February 2020, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this 11th day of February 2020.

Clerk of said Board of Supervisor

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

Auditor Use Only
Date
J/E No.
Page of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Public Works	Building Maintenance	Supplies and Materials	500300	925700	92001	10,000
					TOTAL	10,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Public Works	Building Maintenance	Other Revenue	500300	925700	88025	10,000
					TOTAL	10,000

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
					TOTAL	0

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
					TOTAL	0

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

Auditor Approval _____ Department Head _____

CAO Approval _____ Board Approval _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 11, 2020

SUBMITTED BY: Public Works – Kevin McAlister/Mel Laningham

SUBJECT: MOTORPOOL MINI VANS PURCHASE

SUMMARY:

Overview:

The Fleet Division of Public Works has noted an increased need for mini vans, as requested by many County Departments. Sales of surplus vehicles has brought in more revenue than anticipated allowing the opportunity to purchase these mini vans with little impact to the Fleet Fund.

Recommendation:

- a. Approve the purchase of the two gasoline mini vans for Public Works; and
- b. Approve the budget change form (4/5 vote required); and
- c. Authorize the Purchasing Manager to approve the Purchase Order.

Fiscal Impact:

The purchase amount of both new minivans total \$48,000. The Fleet Fund has additional funds to purchase the new mini vans with revenues that came in \$30,846 over the budgeted amount in the surplus sale account and the Fleet fund. The purchase will be made from Fund 500100, Budget Unit 925600, and funds will be transferred to Account 94004 (Vehicles Other). There is no impact to the General Fund.

BACKGROUND:

The Fleet Divisions has a need for new mini vans that will hold approximately seven people. It was in budgeted in Public Works to purchase five gas/electric mini vans this current year. Unfortunately, the purchase cannot be made until the San Joaquin Valley Air Pollution Control District has given us a contract. The County is on a waiting list for funding to become available. Departments are currently renting mini vans from Enterprise, which is more expensive than that of the Fleet (Enterprise is \$65.44 a day plus fuel while Fleet is \$25.00 a day and 30 cents a mile).

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MOTORPOOL MINI VANS PURCHASE

February 11, 2020

Page 2 of 2

This purchase will not eliminate the need for the five mini vans funded by the San Joaquin Valley Unified Air Pollution Control District. Based on Fleet's review of requests for mini vans and the number of mini vans leased from Enterprise, a total of seven new mini vans is warranted. The Fleet Department has solicited (3) bids from National Auto Fleet Group, Hanford Chrysler Dodge, Jim Manning Dodge, which was at the lowest price. All seven mini vans will be in motor pool.

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

Auditor Use Only
Date
J/E No.
Page of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Public Works	Fleet	Vans	500100	925600	94004	48,000
					TOTAL	48,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
					TOTAL	0

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
					TOTAL	0

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
					TOTAL	0

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

Auditor Approval _____ Department Head _____

CAO Approval _____ Board Approval _____

Jim Manning Dodge, Inc.

194 W. Tulare St. Dinuba, CA 93618
Contact: **Manuel Calvillo** (559) 591-4910
manuelcalvillo@sbcglobal.net

To: County of Kings

Attn: (Mel)

As per your request I am submitting this Bid for your consideration.

This Bid is for the purchase of Two New 2019 Dodge Grand Caravan SE. 3.6L Gas Engine, White Exterior Color, Power Windows, Power Door Locks, Automatic Transmission, Cruise Control, Air Conditioning, Bluetooth, etc.

Grand Caravan SE	\$22,341.00
Sales Tax at 7.25%	1,619.72
DMV E-Filing Fee	30.00
CA Tire Tax	8.75

Total Cost Per Unit \$23,999.47 X2= \$47,998.94 Total Cost



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-8572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

January 30, 2020

Mel Laningham
County of Kings
11827 11th Ave
Hanford, Ca 93230
Delivery Via Email

Dear Mr. Laningham,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Hanford, new/unused 2019 Dodge Grand Caravan responding to your requirement with the attached specifications for \$23,952.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

Selling Price	23,952.00
Sales Tax 7.25%	1,736.52
Tire Tax	8.75
Delivery	349.00
Total	26,046.27

Delivery 90-120 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F
Buzzard5150@gmail.com



HANFORD CHRYSLER DODGE JEEP RAM
 369 N 11TH AVE
 HANFORD, CA 932304511

Priced Order Confirmation (POC)

Date Printed: 2020-02-03 1:01 PM VIN: 2C4RDGBG0KR806119 Quantity: 01
 Estimated Ship Date: 2019-12-16 12:58 AM VON: 45009150 Status: KZ - Released by plant and invoiced
 Date Ordered: 2019-11-14 5:50 PM Ordered By:
 Date Modified: 2019-12-19 6:37 PM Modified By: s90770r

Sold to: HANFORD CHRYSLER DODGE JEEP RAM (60485)
 369 N 11TH AVE
 HANFORD, CA 932304511
 Ship to: HANFORD CHRYSLER DODGE JEEP RAM (60485)
 369 N 11TH AVE
 HANFORD, CA 932304511

Vehicle: 2019 GRAND CARAVAN SE (RTKH53)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	RTKH53	GRAND CARAVAN SE	27,040	26,807
Package:	29S	Customer Preferred Package 29S	0	0
	ERB	3.6L V6 24V VVT Engine	0	0
	DG2	6-Speed Automatic 62TE Transmission	0	0
Paint/Seat/Trim:	PXR	Black Onyx Crystal Pearl Coat	0	0
	APA	Monotone Paint	0	0
	*H7	Cloth Low-Back Bucket Seats	0	0
	-X1	Black/Lt Graystone	0	0
Options:	NAS	50 State Emissions	0	0
	AAJ	Uconnect Hands-Free Group	795	708
	YGE	5 Additional Gallons of Gas	0	12
	XKN	Flex Fuel Vehicle	0	0
	5N8	Top Sellers	0	0
	4EX	Sales Tracking	0	0
Destination Fees:			1,495	1,495

HB: 835 Total Price: 29,330 29,022
 FFP: 28,807
 EP: 27,771

Order Type: Retail PSP Month/Week:
 Scheduling Priority: 3-Modified FMV Order Build Priority: 99
 Salesperson:
 Customer Name:
 Customer Address:

Instructions:

~~29,330~~
 - 1,000

 28,022
 - Rebates

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 11, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: APPOINTMENT TO THE KINGS COUNTY HOMELESSNESS
COLLABORATIVE

SUMMARY:

Overview:

When a vacancy occurs on any board, commission, or committee over which a legislative body has appointing power, a vacancy notice shall be posted in the office of the clerk of the local agency and the local library before an appointment can be made. The legislative body shall not make a final appointment for at least 10 working days after the posting of a vacancy notice.

Recommendation:

Appoint two members to the Kings County Homelessness Collaborative. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments.

Fiscal Impact:

None.

Advisory Board Statement:

The Committee Coordinator recommends the appointments as outlined today.

BACKGROUND:

There are currently three vacancies on the Kings County Homelessness Collaborative: One K-14 School, School District or County Office of Education Representative; one Local Business Association Representative and one Lived Experience Representative. Applicants must meet the specific representation of the position in which the vacancy exists. Only 2 out of the 3 vacancies are considered to be filled at this time.

BOARD ACTION:

APPROVED AS PRESENTED: _____ OTHER: _____

I hereby certify that the above order was passed
and adopted on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

APPOINTMENT TO THE KINGS COUNTY HOMELESSNESS COLLABORATIVE

February 11, 2020

Page 2 of 2

The Collaborative consists of 16 members comprised of representatives of the following: Board of Supervisors, Kings County Behavioral Health Director, Kings County Department of Public Health Director, Kings County Human Services Agency Director, Kings County Sheriff's Office, Kings Tulare Homeless Alliance, Kings Area Rural Transit, City of Hanford, Joint City (Avenal, Corcoran or Lemoore), K-14 School, School District or County Office of Education, Adventist Hospital, Kings Community Action Organization, Housing Authority of Kings County, Lived Experience, Local Business Association and Partner: one member from a category which may include one of the following shall be selected to represent partners from the community: Senior citizen or agency providing services primarily to senior citizens, Faith based representative, Community Based Organization, Community health-related coalition.

The Kings County Homelessness Collaborative purpose is to advise and assist the County efforts to address homelessness issues affecting the community, and report to the Kings County Board of Supervisors (Board of Supervisors) on a periodic basis.

The responsibilities of the collaborative shall include:

1. Assist the County in assessing the community's homeless population and services, including strengths and gaps in the current system (including rural and/or underserved areas) and help to develop strategies (Short Term & Long Term) to meet unmet needs.
2. Recommend policies that improve quality of life for homeless persons.
3. Make recommendations on strategies, goals, and funding resources to address homelessness within the County.
4. Encourage support for the development and implementation of effective homeless programs and services.
5. Align current efforts and identify/prevent the creation of redundant services.
6. Develop recommendations for participating agencies relevant to existing and proposed legislation on homelessness.
7. Assist in the production of written reports for presentation to the Board of Supervisors. Present an annual report to the Board of Supervisors.
8. With the concurrence of the Board of Supervisors, advocate for increased action to improve the situation of homeless persons.
9. Such other duties as assigned by the Board of Supervisors.

Applicants:

Lavena Najera – K-14 Education

Michael Dey – Lived Experience



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM February 11, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: RESOLUTION IN SUPPORT OF THE OIL AND NATURAL GAS
INDUSTRY

SUMMARY:

Overview:

It is recommended that the Board adopt a resolution supporting efforts to protect the Central Valley's local oil and natural gas industry and its diverse workforce.

Recommendation:

Adopt a resolution supporting efforts to protect the local oil and natural gas industry and its diverse workforce in the Central Valley.

Fiscal Impact:

None.

BACKGROUND:

This resolution outlines that for more than a century, the oil and natural gas industry and its workforce has been a vital part of the Central Valley's economic health and well-being that has provided more than 33,000 good paying jobs for working families throughout the Central Valley. The industry contributes nearly a billion dollars in tax revenues to support schools, public safety, and healthcare.

The industry for local oil and natural gas production operates under the most stringent regulations in the world, overseen by more than two dozen, local, state and federal agencies. However, recent actions by State agencies on oil and gas permitting policies will force major disruptions to local oil and natural gas production and with it the livelihood of working families and the businesses and communities that are inextricably linked with the industry. It is requested of your Board today to adopt a resolution supporting the oil and natural gas industry in the Central Valley.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

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

IN THE MATTER OF SUPPORTING
EFFORTS TO PROTECT THE
CENTRAL VALLEY'S LOCAL
OIL AND NATURAL GAS
INDUSTRY AND ITS DIVERSE
WORKFORCE _____/

RESOLUTION NO. _____

WHEREAS, for more than a century, the oil and natural gas industry and its workforce has been a vital part of the Central Valley's economic health and well-being; and

WHEREAS, local oil and natural gas production operates under the most stringent regulations in the world, overseen by more than two dozen, local, state and federal agencies; and

WHEREAS, our local communities depend on the good paying jobs, tax revenues to fund critical community services and a reliable and affordable energy supply that local production provides; and

WHEREAS, the oil and natural gas industry provides more than 33,000 good paying jobs for working families throughout the Central Valley; and

WHEREAS, local oil and natural gas contributes nearly a billion dollars in tax revenues to support schools, public safety, and health care; and

WHEREAS, an affordable and reliable energy supply ensures we can keep costs lower for working families throughout the Central Valley; and

WHEREAS, recent actions by State agencies on oil and gas permitting policies will force major disruptions to local oil and natural gas production and with it the livelihood of working families and the businesses and communities that are inextricably linked with the industry; and

WHEREAS, by harming the oil and natural gas industry, we harm the way of life of local communities throughout the Central Valley.

NOW THEREFORE, BE IT RESOLVED, that the Kings County Board of Supervisors hereby supports efforts outlined by the Kern County Board of Supervisors to protect local oil and gas production and its diverse workforce throughout the Central Valley.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the _____ day of _____, 2020, 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 _____, 2020.

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 February 11, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: CONTRACT FOR STATE LEGISLATIVE ADVOCACY

SUMMARY:

Overview:

Kings County has contracted with Michael Y. Corbett and Associates for Legislative Advocacy Services at the State level since 1999. The contract expired December 31, 2019, and it is requested to extend the contract for two months through February 29, 2020. Additionally, a Request for Proposal process was held seeking services for a State lobbyist. Direction is requested from your Board on the new contract.

Recommendation:

- a. Adopt an amendment with Michael Y. Corbett & Associates for State legislative liaison services; and
- b. Direct the County Administrative Officer to enter into negotiations with the CrisCom Company for State Legislative Lobbying services.

Fiscal Impact:

None with this action, as funding is included in the FY 2019/2020 Adopted Budget for Administration. The contract for services with Michael Y. Corbett and Associates is set at \$1,000 per month with the possibility of limited additional travel expenses subject to the County's prior approval. This action would continue that contract for two months. That contract represented a \$23,700 reduction from the previous fiscal year, along with a reduction in the scope of services for legislative State advocacy to save funding. With direction provided by your Board to enter into contract negotiations with a new lobbyist it is most certain that a contract for these services will be brought back to the Board with an increased contract fee.

BACKGROUND:

As your Board is aware, the environment in Sacramento continues to be substantially different today than it was a little over a decade ago. Term limits have caused a much greater turnover in legislators throughout the State,

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CONTRACT FOR STATE LEGISLATIVE ADVOCACY

February 11, 2020

Page 2 of 2

resulting in a greater reliance on State staff and legislative advocates for institutional memory and for an understanding of the legislative process to accomplish advocacy goals. Having a presence in Sacramento has enhanced Kings County's relationship with its legislators and with staff at the California State Association of Counties. This has been critical in the County's efforts to accomplish certain legislative goals in past years.

The County recently completed a Request for Proposal process and solicited bids for State Lobbyist services. The County received several proposals and the Chairman and the Vice-Chairman of the Board assisted the County Administrative Officer in interviewing the proposers. Two firms have risen to the top that include the CrisCom Company (CrisCom) and Shaw Yoder Antwih Schmelzer & Lange in conjunction with Michael Y. Corbett and Associates (Yoder).

Criscom has risen to the top because the firm has a record of success providing governmental affairs services for its clients. Criscom is based in Chatsworth, California and also has an office in Corcoran. CrisCom has represented that Chuck Jelloian and Jason Siegan will be the primary contacts for Kings County Board Members and staff. CrisCom has established relationships with the State Administration, the legislature, and their staff. Kings County has most recently participated in advocacy efforts with its neighboring cities led by CrisCom that secured seven million dollars in funding for a new Kings County Sheriff's Operations building.

Yoder has risen to the top because the firm has a record of success in working with leadership of both parties and both houses of the California Legislature, and well as the Governor's legislative unit, state agencies, departments, commissions, boards, and offices. Yoder is a Sacramento-based firm owned by six partners and employs nine legislative lobbyists, aids and support staff. Yoder has represented that Paul Yoder and Karen Lange will be the primary contacts for Kings County Board Members and staff, and will subcontract with Micheal Y. Corbett for purposes of providing institutions knowledge about Kings County. Yoder has established relationships with the Governor and his staff, and the legislature and their staff. Yoder has experience working with counties and on county-related issues, drafting legislation and amendments, and drafting testimony. Yoder has a well-established office with a long history of advocacy. Yoder will provide timely intelligence and reports from Sacramento. Kings County has most recently participated in advocacy efforts with its neighboring counties led by Yoder for San Joaquin Valley-issues related to water storage and supply, Williamson Act, Sustainable Groundwater Management Act, forest management, and affordable housing and homelessness in the San Joaquin Valley.

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND MICHAEL Y. CORBETT & ASSOCIATES**

This first amendment (“Amendment I”) to that Agreement commencing on November 20, 2018, (“Agreement”) is made on the 1st day of January, 2020, by and between the County of Kings (“County”) and Michael Y. Corbett and Associates (“Consultant”).

RECITALS

WHEREAS, the County and Consultant entered into the Agreement for State Legislative liaison services; and

WHEREAS, as set forth in Section X, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify this Agreement to reflect changes in Section II Term and Section III Compensation.

NOW, THEREFORE, the parties agree as follows:

1. Section II shall be amended to read as follows:

SECTION II

TERM OF AGREEMENT: The term of services of this Agreement shall be from January 1, 2019, through February 29, 2020.

2. Section III shall be amended to read as follows:

SECTION III

COMPENSATION: As compensation for services to be rendered hereunder in accordance with Exhibit A, the County shall pay to Consultant as follows: The sum of \$1,000 per month, but not to exceed a total of \$14,000.00, from January 1, 2019, through February 29, 2020, inclusive of all normal operating expenses, including pro rata costs for support staff, telephone, fax, mail, utilities, rent and legislative bill services included in the flat fee. Consultant will also absorb the cost of any travel within the Sacramento metropolitan area that does not require an overnight stay. Any expenses incurred as a result of travel outside the Sacramento metropolitan area or overnight accommodations required in the performance of services on behalf of the County, shall be billed as a separate expense, based on actual out-of-pocket costs and subject to the

prior approval of the County. Payments shall be executed within fifteen (15) days of receipt of monthly invoices.

3. The recitals are an integral part of Amendment I and are incorporated herein.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

County of Kings

Michael Y. Corbett & Associates

Doug Verboon, Chairperson
Kings County Board of Supervisors

Michael Y. Corbett, Legislative Advocate

Attest:

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 February 11, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Roger Bradley

SUBJECT: STUDY SESSION – 2020 LEGISLATIVE PLATFORM UPDATE

SUMMARY:

Overview:

This study session will be centered on the 2020 Kings County State and Federal Legislative Platform. The Legislative Platform is a policy document, the purpose of which is to direct and guide the County’s advocacy efforts at the State and federal levels. The draft 2020 Legislative Platform will be discussed with the Board, and is an update of the adopted Legislative Platform from 2019. The Legislative Platform focuses on several topics of local importance and influence to the County, the region, and the State.

Recommendation:

Information only. No formal action required.

Fiscal Impact:

None.

BACKGROUND:

Every year, Kings County prepares an update of its Legislative Advocacy program, known as the Legislative Platform. The Legislative Platform outlines the Board’s work plan to advocate for various concerns of local significance to Kings County regarding legislative decision being made by the State of California and the federal government. In particular, it prioritizes local issues that are influenced by State and Federal actions. This document will be submitted to state and federal delegations, firms hired to represent the County’s interests in Sacramento and Washington D.C., and advocacy associations such as the California State Association of Counties (CSAC) and the National Association of Counties (NACo), in which the County participates and collaborates to improve public and governmental services. The attached 2020 State and Federal Legislative Platform document is an update to the 2019 Legislative Platform and includes edits to address the current issues and interests of the County.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board
By _____, Deputy



Legislative Platform

State and Federal Priorities

Kings County Board of Supervisors

February 2020



LEGISLATIVE PLATFORM
State and Federal Priority Areas
Kings County Board of Supervisors

February 2020

Kings County
Board of Supervisors

Joe Neves.....District 1
Richard Valle.....District 2
Doug Verboon.....District 3
Craig Pedersen.....District 4
Richard Fagundes.....District 5

Rebecca Campbell
County Administrative Officer
1400 W. Lacey Blvd.
Hanford, CA

<https://www.countyofkings.com/departments/board-of-supervisors/legislative-platform>

Federal Legislative Advocates
Joe Krahn, Tom Joseph, Hasan Sarsour
Paragon Government Relations
Washington D.C., DC 20002
<http://paragonlobbying.com>

State Legislative Advocate

TBD

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2020 STATE LEGISLATIVE PRIORITIES

Kings County, California

The Kings County Board of Supervisors has identified a number of priority areas for legislative action and monitoring in the current year. These topics have immediate and lasting impacts to the County, to the health and safety of our residents, and to a variety of constituents who are reliant upon local government's effectiveness and representation to yield best outcomes for the local, state, federal and global economies we influence.

- **Water- High Priority**

Find solutions for dealing with water shortages. California has the unfortunate characteristic of being prone to prolonged and severe droughts at any time, and farmers in Kings County routinely have to take steps to prepare for continued severe reduction in water during the summer months. In addition to having negative impacts to jobs and the food supply for this State and the Nation, water is essential for the thriving agriculture industry in Kings County and contributes to the local economy through direct production and the multiplier effect of support industries. Kings County, with nearly 92% of its land in agricultural use, ranks 8th in agricultural value among all counties in California, which is the number one agricultural producing state in the nation. Without increased water storage, the demands placed on our water resources will not be achieved for food and fiber, urbanized growth, energy needs, or habitat restoration. At present, an estimated 50% of Kings County's water use comes from groundwater. Because of Endangered Species Act-related court rulings and ongoing historic drought conditions, imported state water has become extremely limited in Kings County and groundwater levels are at historic lows. Implementation of the Sustainable Groundwater Management Act may further restrict access to groundwater in the future.

Much of the Kings County economy is based on agribusiness. Accordingly, when farmers are unable to obtain water to produce crops, laborers cannot find work. The result is that neither essential component of our County's workforce can conduct business and contribute to our local economy. In past droughts, there has been a direct correlation between the reduction in planting and the Kings County unemployment rate that was well above the state and national averages. Prolonging the planning or delaying the funding for water storage/reservoir/hydropower projects is counterproductive to the demands that population growth places upon our region, as well as our State. Bringing badly needed water to our communities is essential. Kings County supports efforts to enhance regional water supply reliability through increased surface water supply, surface water storage, and the implementation of additional conjunctive use projects.

The County will advocate for legislation that streamlines the permitting processes for storage projects. In addition, and as member of the San Joaquin Valley Water Infrastructure Authority (SJVWIA), the County will continue to support regional efforts to construct the Temperance Flat Dam. Kings County supports the recent efforts of members of the California Assembly to bring greater accountability to the California Water Commission Water Storage Investment Program and believes the recent under scoring of the public benefits of the Temperance Flat project exemplify the Commission's failure to clearly articulate their scoring criteria and work collaboratively with project applicants such as the SJVWIA.

The County will advocate for statewide policy changes that will facilitate groundwater storage and banking projects to meet local needs to replenish depleted groundwater aquifers and lessen the stress on those aquifers in times of drought. The County will support and engage in regional efforts that will protect Kings County water supplies and help mitigate the impacts of Groundwater Sustainability Plan implementation.

A significant portion of the County is considered a disadvantaged or severely disadvantaged community and lacks the resources to ensure a safe and reliable source of drinking water. The County will continue to advocate for the funding of water supply projects that benefit disadvantaged and severely disadvantaged communities to ensure that they have access to a reliable water supply that meets safe drinking water standards.

The County will support legislative reform that enhances the ability of local Groundwater Sustainability Agencies (GSA's) to implement groundwater sustainability plans and requisite management actions locally. The Board of Supervisors will advocate for continuing/enhancing funding for GSA planning and implementation efforts with particular focus on planning and data capture.

Regulatory restrictions on pumping in the Delta have led to increased reliance on groundwater which has led to groundwater depletion, water quality degradation, and impacts to infrastructure. The County will support legislative efforts to implement adaptive management of Delta pumping to maximize surface water deliveries in times of excess.

Oppose any and all efforts to expand the definition of wetlands that will increase regulatory burdens on growers in Kings County.

The County will support local efforts to implement conservation programs in coordination with Community Service Districts and Cities within the County and advocate for funding of voluntary conservation technology implementation. The County will oppose mandatory statewide conservation regulations that unnecessarily complicate and duplicate local efforts.

The County supports the beneficial use of water for irrigation of all crops and any post-harvest processing of agricultural commodities that are marketed both domestically and globally.

The County will advocate for increased funding and exploration of the use of excess solar energy and the expansion of solar-powered pumping systems to increase groundwater recharge within the region.

Contact: Julianne Phillips, Water and Natural Resources Division Manager, (559) 852-2447

- **Public Safety**

Provide new resources on sustaining and funding local gang prevention and enforcement activities. Resources will offer additional routes to sustaining local youth and gang violence prevention efforts.

Support legislation that provides funding for local public safety programs including Community Oriented Policing Services (COPS) and for school resource deputies in rural counties.

Support funding to implement Racial and Identity Profiling Act of 2015, which will require the Sheriff's peace officers to annually report to the Attorney General data on all stops conducted by the Sheriff's

peace officers, and require that data to include specified information, including the time, date, and location of the stop, and the reason for the stop. The new data collection requirements will reduce the patrol time in the community due to the amount of time it will take to fill out forms and report data.

Provide growth funding for the base court security funding. Costs continue to rise and outpace the state funding. Safety and security in courtrooms is being compromised due to the lack of funding needed to adequately staff existing and new courthouses.

Contact: David Robinson, Sheriff, (559) 852-2795

Oppose any legislation that would eliminate probation adult fees as these funds are necessary to assist in continuing programs that will reduce recidivism rate in the County, particularly SB 144.

Contact: Kelly Zuniga, Chief Probation Officer, (559) 852-4303

Support legislation that provides funding, including grant opportunities, which target prevention, response and recovery efforts for disasters in addition to disaster preparedness, resiliency and response programs.

Support legislation that would allow public safety purchases to be tax exempt.

Contact: Clay Smith, County Fire Chief, (559) 852-2880

Support any legislation that will clean up Proposition 57 regulations to reflect what the law is intended to do in order to reduce confusions throughout the State on the interpretation of this proposition.

Support legislation and increased funding for mental health/drug abuse diversion that will bring back the 90-day dry out period to better serve these clients, and increase the length of the pre-trial diversion program to one year.

Advocate to require any legislation that significantly impacts the prosecution/defense of criminal cases or the overall administration of justice to be accompanied by adequate funding to local District Attorneys and Public Defenders in the performance of their duties.

Contact: Keith Fagundes, District Attorney, (559) 852-2395

- **Inmate Detentions**

Support legislation that would allow a court to require the appearance of a defendant held in any state, county, or local facility within the county on felony or misdemeanor charges to be conducted by two-way electronic audio-video communication between the defendant and the courtroom in lieu of the physical presence of the defendant in the courtroom for noncritical portions of the trial.

Support funding to implement the Transparent Review of Unjust Transfers and Holds Act (Truth), which requires the Sheriff's Office, prior to an interview between Immigration and Customs Enforcement (ICE) and an individual in custody, to provide a written consent form (translated into specified languages) that would explain the purpose of the interview, that it is voluntary, and that the individual may decline the interview. In addition, support funding to implementing Senate Bill 54, a law that prevents local law enforcement from communicating with Federal Immigration Authorities on state criminals who don't meet certain criteria. In addition to this law, communication between ICE and state local law enforcement agencies is now limited, effectively making California a "sanctuary state"

by legalizing and standardizing statewide non-cooperation policies between California law enforcement agencies and federal immigration authorities. Due to this law, federal funding to the County may be impacted.

Support legislation that expands Medi-Cal eligibility to allow counties to receive federal financial participation for medical services performed for adult and juvenile inmates that occur on the grounds of the correctional institute.

Support the expansion of opportunities for participation in jail-based competency restoration programs.

Support legislation that would mitigate the County's risk exposure in such areas as health, mental health, and Americans with Disabilities Act (ADA) in managing inmate populations.

Support efforts to maximize funding for inmate medical and mental health care services, as well as assisting with continuity of care post-release and pursuing funding for increased needs resulting from realignment.

Contact: David Robinson, Sheriff, (559) 852-2795

Support funding to reimburse the County for State Mandated programs and services for which funding has been removed under Senate Bill 190 (removal of juvenile fines and fees, including attorney fees), costs for juvenile probation programs and services has traditionally been subject to reimbursement by the parents or legal guardians of the minors. This includes cases where a minor is offered informal services to avoid court involvement. With the passage of SB 190, counties have lost the ability to recuperate the costs for these mandatory services, including, but not limited to, the provision of counsel for minors, substance abuse counseling, rehabilitative programming, and detention costs, thereby putting further financial strain on counties.

Contact: Kelly Zuniga, Chief Probation Officer, (559) 852-4303

- **Finance & Administration**

Oppose legislation that would place any unfunded mandates upon the County, and support the full cost recovery of State unfunded mandates.

Support legislation which is designed to ensure that taxes and fees collected in the State Highway Account are used to repair the State's crumbling streets, highways and roads, and ensure that the taxes and fees collected are not used for other purposes.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

Support legislation that would allow local governments to charge requesting parties for reimbursement of staff time involved in fulfilling Public Records Act requests.

Contact: Keith Fagundes, District Attorney, (559) 852-2395

Consistent with CSAC policy within its County Platform on addressing issues of local concern related to tort reform, government should not be more liable than private parties and in some cases there is reason for government to be less liable than private parties:

- a. Support proposals to mitigate the effects of joint and several liabilities upon public entities by limiting liability to any party to be responsible for their own proportion of damages.

b. Support proposals to strengthen the statutory immunities associated with the operation of public infrastructure such as immunities under Government Code Section 830 et seq.

c. Support proposals that limit post judgment interest and/or that provide public entities with the flexibility in paying judgments over time.

d. Support proposals to mitigate the effects of liability upon public entities by applying the Doctrine of Comparative Fault to inverse condemnation actions.

Contact: Lee Burdick, County Counsel, (559) 852-2756

- **Video Recording**

Amend Government Code Section 26202.6 which governs the retention of video recordings that are made for “routine monitoring” purposes, so that recordings are only needed to be retained for 60-90 days versus the one year requirement now. Annual retention of routine monitoring is extremely costly for counties and is discouraging the use of video cameras in various operations.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

- **Capital Projects**

Support legislative efforts which would reduce the voter approval requirement for local taxes and bonds from a 2/3rd vote to 55% for purposes of authorizing and issuing local infrastructure bonds and public safety tax increases. Seek and support bond funding for the construction of new or the renovation of existing public libraries and criminal justice facilities. The County tried twice in 2016 to pass a local public safety tax. The results were close, but a 2/3 supermajority is insurmountable.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

- **Williamson Act Program funding**

Seek legislative support to reestablish Williamson Act subvention funds for counties with “white areas” under the Sustainable Groundwater Management Act (SGMA), and explore the possibility of using the Cap and Trade funding to cover the ongoing cost. Elimination of the Williamson Act Subvention funding has financially strapped our rural County. Losing the subvention funds has had a negative impact to the County as well as the landowners within the County. The implementation of SGMA has put more responsibilities on counties. Legislative support to re-establish reimbursements to participating counties is essential to agricultural preservation in the State.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Military and Veterans Code**

Support efforts to educate the Governor’s Office, the Legislature, and the public on the importance and value of the County Veterans Service Offices (CVSOs). The eventual goal is to fully fund CVSOs by permanently appropriating the full \$11 million in local assistance funding as reflected in Military and Veterans Code Section 972.1(d). California is home to approximately two million veterans. Currently, the state budget allocates \$5.6 million in funding to the County Veterans Service Offices (CVSOs) in 58 California counties. CVSOs are the first contact for most veterans and are historically able to bring in \$100 of federal veterans benefits for every \$1 spent by the state. Without full funding, California’s veterans will not get the government benefits, which they earned through their military service.

Support legislation that would focus on getting homeless veterans off the streets and into housing, to include transitional and permanent supportive housing.

Support legislation that would continue to support expansion of veterans' treatment courts to more counties by providing state funding of veterans' treatment courts in California.

Contact: Scott Holwell, Veterans Service Officer, (559) 852-2661

- **Human Services**

Support increased funding for the CalWORKs Single Allocation in order to implement changes in the CalWORKs Employment and Training Services, CalWORKs 2.0 and Cal-aimed at improving services to families and improving work participation rates to meet federal program standards.

Support efforts to increase and stabilize funding for senior programs, which includes expanding case management services and coordination efforts between organizations to create community services that address the societal, medical and non-medical determinates of health for our aging population as well as the coordination of aging services to support a whole person care approach.

Support efforts to maintain current homelessness funding for CalWORKs Housing Support, Bringing Families Home and Home Safe programs. Advocate for funding and services for homeless, single adults, which would include case management and Supplemental Security Income (SSI) advocacy. Advocate for funding flexibility to include preventive services and allow for a more proactive approach as well as services coordination that can be tailored based on local needs.

Support efforts to increase the State's portion of AB 12 funding beyond the county contribution cap in order to decrease the fiscal burden on the county in providing extended Foster Care payments and services from age 18 to age 21, which has shown to increase the outcome success of our transitioning foster youth. This will help to correct the funding gap due to the underestimated 60% participation at the inception of the legislation to the actual 90% participation by Foster youth in this program.

Support legislative cleanup, reform, and allocating additional funding for Continuum of Care reform (CCR). This includes funding for foster parent recruitment, retention program changes, behavioral health services, child and family team meetings and others. The CCR program changes are intended to provide services to foster care youth at the lowest level of placement and increased funding is needed to improve accessibility of mental health services for all youth across counties. Kings County currently has 515 children and youth in the child welfare system.

Support funding for trauma informed care for high needs foster youth that include placement options, intervention and prevention services. Develop Intensive Residential Facilities that would serve youth with severe behavioral, health, mental health or developmental issues that currently have no available options for placement in California and end up in out of State placements that are costly and delay stepping down and reunification efforts.

Support legislation that allows for greater flexibility and policies for simplifying reporting and verification requirements to increase the CalFresh retention rate and give county indemnity from error rate and penalties to allow for transition to this business process model.

Support funding for technology investments and for counties to revise certain business practices in order to increase California's CalFresh participation rate while aligning these practices across counties.

Advocate and participate in the creation of legislation for the renewal of Medi-Cal waiver(s) that supports the specific needs of our community with an adequate and stable funding source that does not increase the financial burden on the county.

Contact: Sanja Bugay, Director Human Services Agency, (559) 852-2200

Support legislation and funding programs that would increase and expand job training opportunities within the County, including funding at local community colleges to train and educate residents, especially for jobs within the tech industry.

Contact: Lance Lippincott, Economic and Workforce Development Director, (559) 852-4960

- **Child Support Services**

Support legislation that improves the effectiveness of the child support program in establishing, enforcing, and collecting child support orders. Child Support Funding: Support legislation, budget, or administrative action to adequately fund local child support services program.

Contact: Marie Waite, Director Department of Child Support Services, (559) 852-2467

- **Health and Behavioral Health**

Oppose changes that shift health realignment funds to other programs to ensure that Kings County has the resources to meet its obligation to fulfill statutory public health and indigent health care mandates.

Support strategies to streamline funding and program complexities of the California Children's Services (CCS) program in order to meet the demands of the complex medical care and treatment needs for children in California with certain physically disabling conditions. Monitor the CCS program and seek protections against increased county program costs. Oppose any efforts to require counties to provide funding for the CCS program beyond their Maintenance of Effort (MOE). Explore opportunities to "realign" county share of cost for CCS back to the state. Advocate for CCS pilot project implementation strategies that do not destabilize the current CCS program. Ensure counties retain sufficient resources to meet their CCS responsibilities, including those remaining under the Whole Child Model.

Support legislation that maintains or improves funding for counties to address the health and prevention needs of women, children, adolescents, and families, including legislation aimed at addressing childhood obesity, expanding health education for youth, and supporting sexual and reproductive health of women and adolescents. Support proposals that maintain flexibility for counties to administer the benefit according to local needs.

Support legislation that decreases health disparities among children in foster care, including ensuring coordinated health care services for children in out-of-home foster care or on probation.

Support policies addressing the prevention of chronic disease and promotion of wellness.

Focus on highlighting Public Health programming to universities and community colleges to develop strong public health longevity. Increase incentives to increase public health laboratory staff, public health microbiologists, public health nurses, and registered environmental health specialists (REHS), public health nutritionists and dietitians. This will ensure the viability and longevity of public health programs at the state and local level.

Support continued funding for the Supplemental Nutrition Program for Women, Infants and Children (WIC).

Support legislative and budget proposals that enhance local counties ability to provide safe and healthy housing and services for homeless and at-risk populations that include increased access to mental health support and healthcare services. Support increases to funding and services to support the needs of people who are currently homeless, especially those living on the streets and in places unfit for human habitation.

Support programs to fund opioid research and monitoring as well as expand emergency treatment resources and increase capacity to provide long-term prevention and treatment services. Support legislation that allows for the continued expansion on treatment and preventive harm reduction programs such as naloxone distribution.

Support funding for public health research and monitoring of vaping use patterns and associated adverse effects. Advocate for vaping taxation to invest in health education to youth.

Oppose new mandates without specified, stable, and adequate funding commitments.
Support funding for Valley Fever vaccine and treatment research and development.

Support legislation to provide additional funding and technical support to small public drinking water systems to facilitate their consolidation with larger nearby systems in Kings County.

Support legislation to improve minimum levels of cooling of ambient air in rental housing, single family dwellings, and in multi-unit housing to reduce health disparities and inequities by working to eliminate barriers to good health for Kings County's diverse population.

Support policies or funding to improve the control of mosquitos which transmit human diseases such as Zika virus, West Nile virus, Chikungunya virus, Dengue fever, and malaria.

Support funding for the monitoring, identification and control of Harmful Algae Blooms in Kings County.

Support legislation specific to the safe and healthy operation of large wave pools including the working practices of the establishment and the actions to be taken in an emergency.

Support effective parent education and engagement, and expand access to effective evidence-based family strengthening programs, including parent engagement on child brain development and Talk. Read. Sing®, to optimize child development and reduce the risk of abuse and neglect.

Support sustainability of Family Resource Centers and other comprehensive community hubs for integrated services and crisis supports for children and families.

Support legislation that would allow rural communities to provide more comprehensive hospital/medical/pharmaceutical services, including changes to zoning laws and other such requirements.

Contact: Edward Hill, Public Health Director, (559) 852-2625

Enhance Board and Care rates to prevent further loss of critical housing for clients with serious mental illness (SMI) and build out housing options. This is needed to support the rapidly growing aging population of low-income adults who are most at-risk of homelessness including persons with SMI.

Fund Pretrial Mental Health Diversion. There is an overrepresentation of individuals with SMI in the criminal justice system. All too often, individuals with SMI in crisis are inappropriately routed by law enforcement into jails and ultimately prison, instead of receiving treatment in the community. California passed in 2018 AB 1810 which establishes pre-trial MH diversion in CA for individuals with SMI and who could be experiencing homelessness. State funding would help alleviate strains on justice systems and break the cycle of individuals experiencing homelessness with SMI from cycling in and out of the justice system

Increase spending on Public Guardian programs. County Public Guardian programs are the only major county safety net programs that receive no direct State or Federal funding. Working collaboratively with local medical, mental health, social services, and justice providers, Public Guardian programs petition the Courts to be appointed the legal decision maker with regard to healthcare, psychiatric care, and/or financial management for clients who are unable to make decisions for themselves. Significant legislative changes to Public Guardian services, such as the Omnibus Conservator Act of 2006, and amendments to California Penal Code 1370 regarding criminal defendants who are found to be incompetent to stand trial and deemed un-restorable, have profoundly impacted programs through significant increases in referrals and case complexity.

Support policies addressing the promotion of wellness, by meeting patient needs, and reducing barriers to care, at the lowest level of care before behavioral health issues require higher level, intensive services (i.e. emergency department, jail, and psychiatric hospitalization).

Support policies that seek to reduce health disparities and inequities by working to eliminate barriers to good health and seek to intervene early, at the lowest level of care, for Kings County's diverse population.

Support legislation or State budget actions that will expand the availability of supportive housing that provides coordinated services for County residents.

Support legislation that would enhance suicide prevention within the County as well as provide a means for more accurately measuring the incidence of suicide and allocating its occurrence to the appropriate jurisdiction of origin.

Contact: Lisa Lewis, Behavioral Health Director, (559) 852-2382

- **Transportation Reform**

Explore Road User Charge Policy Options. Work with other responsible agencies on mileage-based user charges as an eventual replacement for the gasoline excise tax. As improvements in the fuel efficiency of vehicles reduces gas tax revenue per mile traveled and inflation continues to erode the purchasing

power of the excise tax revenues, alternatives to the gas tax must be seriously considered by all transportation stakeholders.

Support California Environmental Quality Act (CEQA) streamlining for projects including the infrastructure necessary to support developments.

Contact: Kevin McAlister, Public Works Director, (559) 852-2700

State Route 198 (SR 198) is a priority for Kings County for auto and truck traffic safety with the improvement of this interregional roadway connecting the Central Coast to the San Joaquin Valley. Elevate SR 198's priority into the State's Strategic Plan as it is considered part of the State Interregional Transportation system. The improved corridor will also serve communities like Coalinga and Huron to the statewide passenger rail network. The connection to San Joaquin – Amtrak rail system would be a benefit to rural communities in the region. The route is not only part of the Central Coast and San Joaquin Valley East-West connection, the highway also serves Lemoore Naval Air Station to Interstate 5. Most of the improvement projects on SR 198 are outside Kings County jurisdiction, but would greatly serve the needs of the county by improving this travel corridor.

Support State funding for widening State Routes 33, 41, and 43 in order to accommodate the growing need of transportation options within the County due to increasing traffic as a result of population growth within the Central Valley. With the search for affordable housing and future completion of the High Speed Rail Project, the Central Valley will be an ideal place to live enticing migration to the area.

Truck traffic for Farm to Market transportation and freight movement from Interstate 5 to Lemoore Naval Air Station (NAS) should be a State priority. The passenger car traffic would also improve with an increase to State Highway Operation and Protection Program (SHOPP) projects eligibility, if this route becomes a higher priority. The truck volume due to the recent drought and future land retirement in Westlands Water District will see reduced seasonal agricultural demands Automobile travelers will increase with additional personnel added to Lemoore NAS.

Contact: Joe Neves, Board of Supervisor, (559) 852-2370

- **Resource Recovery and Waste Management**

Continue to advocate for resources for local governments to develop the necessary infrastructure to implement organics diversion programs. Engage CalRecycle and the Air Resources Board's process for implementing AB 1826 and SB 1383, which creates an organic management Program in California.

Work with CalRecycle and legislators to address the challenges associated with Single-Use products and other commodities, such as Plastic Packaging, and the impact these products have on the California solid waste industry.

Support legislation that would provide an exemption to the County's annual solid waste disposal tonnage for contaminated and unrecyclable waste collected from illegal dumping activities or homeless encampments within the County.

Contact: Kevin McAlister, Public Works Director, (559) 852-2700

- **Community Development**

Support direct allocation of Community Development Block Grant (CDBG) funds and HOME Investment Partnerships Program (HOME) funds to Kings County. If direct allocation to Kings County is not possible, then continued support for maintaining CDBG and HOME funding levels to the State, which would maintain funding opportunities for Kings County.

Support State funding efforts for the increasingly complex General Plan update processes to remain current and in compliance with State mandated General Plan requirements. Small counties have limited staff and due to time constraints are limited in order to stay compliant. Increased funding can ensure these General Plan requirements set by the Office of Planning and Research are met.

Support legislation that would provide a financing mechanism to mitigate the cost impacts of hosting solar farms within the County.

Contact: Greg Gatzka, Community Development Agency Director, (559) 852-2680

- **Economic Development Incentives**

With the elimination of Redevelopment Agencies and the Enterprise Zone, counties and cities with high unemployment and high poverty rates find it more difficult to compete for business expansion and location with more affluent areas. Disadvantaged communities are unable to afford the public infrastructure needed to create the jobs to boost or sustain growth within their economies. A targeted incentive package aimed at cities or counties that have an average unemployment rate and poverty level of 125% of the statewide average for the preceding year is needed. These designated zones would allow a more advantageous new employee hiring credit as well as other economic development and public infrastructure incentives necessary to even the competitive field of business development.

Contact: Lance Lippincott, Economic and Workforce Development Director, (559) 852-4960

- **High Speed Rail**

Continue to work with the High Speed Rail Authority (HSRA) to construct and deploy all HSRA projects in Kings County. Advocate for the highest safety standards in the transportation industry. Also, ensure all transportation modes work collectively to meet the needs of public transportation.

Support any bills that require financial accountability.

Continue to advocate for a High Speed Rail maintenance facility within Kings County.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

2020 FEDERAL LEGISLATIVE PLATFORM

Kings County, California

This document offers summary information on a number of key policy areas for legislative and/or regulatory action and monitoring in the current year. Each item includes a contact person to be reached for any additional supporting information or to alert in the event of pending legislative/regulatory action, remedy or resolution.

- **California Drought Resiliency**

Much of the Kings County economy is based on agribusiness. Accordingly, when farmers are unable to obtain water to produce crops, laborers cannot find work leading to an unemployment rate in Kings County that is well above the state and national average in times of drought. The result is that neither essential component of our County's workforce can conduct business and contribute to our local economy. Prolonging the planning or delaying the funding for water storage/reservoir/hydropower projects is counterproductive to the demands that population growth places upon our region, as well as our State. Bringing badly needed water to our communities is essential.

Provide long-term, meaningful solutions to California's complex water management challenges. California has the unfortunate characteristic of being prone to prolonged and severe droughts at any time, with nearly 92% of its land in agricultural use, Kings County depends upon reliable supplies and quantities of water. Therefore, Kings County strongly supports legislative proposals and regulatory actions that would ensure more reliable and predictable water deliveries to the Central Valley.

Support reauthorizing the Water Infrastructure Improvements for the Nation (WIIN) Act, which is set to expire in 2021. The California title of the WIIN Act provides flexibility to capture and store water when flows are high with little impact on the environment. This flexibility helps California better prepare for future dry years. The WIIN Act also included nearly \$1 billion for environmental restoration and water infrastructure projects in California. This funding provides a diverse package of tools to meet the state's water needs.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Water**

Support efforts to enhance existing and construct new surface water storage facilities within the State. California is subject to variable weather patterns and must plan ahead to capture water in times of excess to meet the state's various water demands in times of drought. Without increased water storage, the demands placed on our water resources will not be achieved for food and fiber, urbanized growth, energy needs, or habitat restoration. Surface storage also provides immediate relief to aquifers and helps facilitate groundwater recharge projects.

Support efforts to amend the *Endangered Species Act* (ESA) and other environmental laws in a manner that will increase the allocation to Central Valley Project water contractors, and oppose any legislation that negatively impacts such contractual allocation. The County believes these efforts need to be closely coordinated with state agencies to ensure that any amendments to the ESA do not result in increased burdens to the State Water Contractors. Because of ESA-related court rulings and ongoing historic drought conditions, water has become extremely limited in Kings County and groundwater

levels are at historic lows. The County supports changes to the ESA that take into account the intra-specie similarities when adding new animals as endangered species.

Kings County is engaged in a critical review of Groundwater Sustainability Plan implementation. The County will continue to support efforts to implement solutions to protect the County's supply of surface- and ground-water and to improve County and regional economic and agricultural opportunities.

Support grants and other federal funding opportunities or legislative proposals that help disadvantaged communities in Kings County improve access to a safe and reliable water supply.

Contact: Julianne Phillips, Water and Natural Resources Division Manager, (559) 852-2447

Kings County is the home to Lemoore Naval Air Station. During times of severe drought, fallow fields surrounding the air base attract rodents and other varmints which, in turn, leads to a significant increase in the presence of avian predators. The result is a corresponding increase in bird strikes, which puts our nation's air fleet and security at severe risk.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Fee-to-Trust Reform/Indian Gaming**

Support federal legislation, as well as regulatory changes in the current fee-to-trust process, that would provide an incentive for counties and tribes to enter into judicially enforceable agreements when tribes are permitted to engage in economic development activities, including gaming. Agreements should fully mitigate local impacts from a tribal government's business activities and fully identify the governmental services to be provided by the county to that tribe. In cases in which a county and tribe are unable to reach a local mitigation agreement, federal legislation/regulations should require the Secretary of the Interior to certify that all anticipated off-reservation impacts have been mitigated to the maximum extent practicable. The County is supportive of reforms that would protect the County's interests and accounts for any impacts on natural resources in case of a possible future expansion or new development.

Contact: Roger Bradley, Assistant County Administrative Officer, (559) 852-2380

- **Public Safety**

Support legislation and/or administrative action that ensures that any political subdivision that is determined not to be in compliance with the terms of Federal immigration law (including but not exclusively 8 USC Section 1373) remains eligible to receive federal justice and homeland security grant funding if the noncompliance is a consequence of being required to abide by the terms of a statute or other legal requirement of a State with jurisdiction over that political subdivision.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

Kings County's Gang and Narcotics Task Force and local law enforcement agencies drew hundreds of cases in 2018, and many of those cases involve higher level narcotics investigations. Support legislation and appropriations for County efforts directed at: programs that recognize the extent of the gang and narcotics problems in our County and in the San Joaquin Valley; prevention programs that educate youth about drugs and gangs; treatment programs; and tougher penalties for illegal-drug related crimes.

Due to cuts in the appropriation for the State Criminal Alien Assistance Program (SCAAP), along with an increasing number of jurisdictions applying for the program, Kings County's SCAAP allocation has fluctuated in recent years. SCAAP partially reimburses Kings County for the significant costs of incarcerating undocumented criminals. Therefore, support legislation and advocate for the provision of adequate funding for SCAAP. Additionally, advocate for and support legislation that provides a long-term reauthorization of the SCAAP program.

Support legislation that would restore Medicaid benefits to inmates for the 30-day period prior to their release from a public institution, such as a jail.

Support legislation that would remove limitations on Medicaid, Medicare, Supplemental Security Income (SSI), and Children's Health Insurance Program (CHIP) benefits for pre-trial inmates of jails, detention centers, and prisons.

Congress should provide adequate funding for the Byrne Justice Assistance Grant (Byrne/JAG) Program.

Support legislation that provides funding for local public safety programs including Community Oriented Policing Services (COPS) and for school resource deputies in rural counties.

Contact: Dave Robinson, Sheriff, (559) 852-2795

Support legislation that provides funding, including grant opportunities, which target prevention, response and recovery efforts for disasters in addition to disaster preparedness, resiliency and response programs.

Support legislation that would provide funding and alternative avenues of healthcare to local first response agencies to adequately address behavioral health matters.

Contact: Clay Smith, Fire Chief, (559) 852-2880

- **Telecommunications/Interoperability/Broadband**

Support funding for first responder infrastructure upgrades and/or repair, such as repeater site restoration and upgrades. Dedicated funding has not been set aside since 2007 with the Public Safety Interoperability Communications grant, and systems are aging with no replacement funds in sight. Categorical funding, such as Homeland Security funding, is allocated in one-time amounts that are not sufficient to completely convert our local systems.

Support funding for Department of Commerce broadband infrastructure and planning grants. Communities and outlying areas are in great need of broadband infrastructure to bring and enhance much needed services in the area of education, public safety, economic development, and for medical purposes. Minimum broadband speeds should be revisited as 10 megabits download/1 megabits upload speeds are no longer considered the low end of high speed Broadband access. Broadband connection rates need to be reasonable in order to be competitive for local government use.

Support funding for the US Department of Agriculture to provide reliable and affordable high-speed internet e-Connectivity, which is fundamental for economic activity throughout the United States. Access to high-speed internet is vital for a diverse set of industries, including agricultural production,

manufacturing, and acts as a catalyst for rural prosperity by enabling efficient, modern communications between rural American households, schools, and healthcare centers as well as markets and customers around the world.

Support legislative efforts to maintain current levels of funding for the implementation of universal service and library connectivity discount provisions E-Rate (*Telecommunications Act of 1996*, allowing any communications business to compete in any market against any other).

Support legislation that would increase the dispersion of cell tower coverage, while minimizing the aesthetic impacts of large cell tower placements.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Human Services**

Support amendments to the *Family First Prevention Services Act* (FFPSA) to better align the FFPSA with California's Continuum of Care Reform initiatives and prevention services provided by the state, including the provisions in the enacted 2019 *Family First Transition Act*.

Support efforts to reform child welfare financing, including expanding the types of prevention activities eligible for the IV-E foster care financial match. Kings County currently has 515 children and youth in the child welfare system.

Support more flexible work participation requirements measures for the TANF/CalWORKs program to give credit for client engagement and for work activities not meeting current thresholds.

Continue to fully fund the Social Services Block Grant, which funds child protective services.

Oppose efforts to block grant or otherwise limit the federal contribution and eligibility for SNAP/CalFresh.

Oppose efforts to reduce or block grant federal funding for Medicaid/Medi-Cal administration or benefits, including efforts to place a per-capita cap on funding or limiting the ability of states to leverage funds through assessments on providers or use intergovernmental transfers of certified public expenditures as a financial match for Medicaid.

Support federal homelessness legislation designed to fund an array of services to individuals and families at risk of or who are experiencing homelessness.

Contact: Sanja Bugay, Director Human Services Agency, (559) 852-2200

- **Child Support Services**

Support legislation that improves the effectiveness of the child support program in establishing, enforcing, and collecting child support orders. Support legislation, budget, or administrative action to adequately fund local child support services program.

Contact: Marie Waite, Director Department of Child Support Services, (559) 852-2467

- **Health and Behavioral Health**

Ensure that any potential reforms of health and welfare entitlement programs do not shift additional cost burdens from the federal government or state to the counties.

Oppose efforts to reduce state and federal funding streams, which would shift costs to local health departments.

Oppose any effort to reduce or divert fund from the Prevention and Public Health Fund (PPHF). The PPHF, which was created by Section 4002 of the *Affordable Care Act* is the nation's first mandatory funding stream dedicated to improving our nation's public health, enabling local health departments to augment, expand, or create chronic disease programs addressing community needs..

Support increased and flexible federal funding/resources directed at building the capacity of local public health departments to combat and control communicable diseases. Oppose efforts to reduce state and federal funding streams, which would create cost shifts to local health departments. Oppose converting the federal Medicaid program into a block grant. Recent federal proposals would result in cuts to California's Medicaid allotment, which, in turn would put additional financial strain on the state and counties. If Medicaid is converted to a block grant, it may be necessary for the state to restrict eligibility, cut benefits, and reduce payments to health care providers.

Support continued funding for the Supplemental Nutrition Program for Women, Infants, and Children (WIC). The WIC program ensures access to adequate nutrition for pregnant women and children ages 0-5, and provides nutrition education for parents so that their child/children can have a healthy start. There are currently over 8,000 participants who meet the income criteria for eligibility for this program in Kings County.

Contact: Edward Hill, Public Health Director, (559) 852-2625

Oppose the Department of Homeland Security's Public Charge Rule. The Rule, which was finalized in August of 2019 and is slated to go into effect on February 24, 2020, allows immigration officials to consider the receipt of Medicaid, Supplemental Nutrition Assistance Program (SNAP/CalFresh) benefits, federal housing assistance and other non-cash benefits when determining whether a legal immigrant may revise or extend his/her immigration status. The likely impact of the Rule is that many immigrant families will reject public benefits even if they are eligible, for fear of harming a relative's chance of having his/her immigration status adjusted. This will have a detrimental impact on immigrant families struggling with mental health and substance use disorder issues. Immigrants often have higher levels of depression and anxiety than the general population and benefit from treatment.

Support Centers for Medicare & Medicaid Services (CMS) Expanding Medicaid Payments for Housing and CMS's exploration of payment models to allow Medicaid reimbursement for beneficiary housing costs. Historically, Medicaid has paid for ancillary and supportive services but not for direct housing costs like rent. Support a federal change in Medicaid statute to subsidize for housing costs for Medicaid beneficiaries. CMS currently lacks legal authority to pay for housing; to change this, Congress would have to act to amend statutory restrictions.

Support legislation or federal budget actions that will expand the availability of supportive housing that provides coordinated services for County residents.

Contact: Lisa Lewis, Behavioral Health Director, (559) 852-2382

- **Military and Veterans Code**

Support legislation that would provide increased access for County Veterans Service Offices (CVSO) to Veterans Affairs (VA) information systems (i.e. Veterans Benefits Management System, Veterans Appeals Control and Locator System, Modern Award Processing - Development, etc.) for use in developing and monitoring claims submitted on behalf of veterans. County Veterans Service Offices (CVSOs) are local government agencies responsible for assisting veterans, their dependents and survivors in obtaining benefits to which they may be entitled. As such CVSOs need maximum possible access, regardless of VA Power-of-Attorney (POA), to VA client and claims databases. Enhancing this access will result in better and timelier services to claimants and reduce the workload in VA call centers.

Support legislative, regulatory, and/or policy changes that would create a federal/state/local government partnership to reduce the VA veteran's claims backlog and expand outreach services to veterans. VA has expressed the belief that one important way to reduce the unacceptable claims backlog is the initial submission of more fully completed claims packages. Individual claimants are unfamiliar with the requirements of the VA claims system. Accordingly, it is necessary to have competent, trained intermediaries, such as CVSO, participate in the preparation and submission of claims. Many CVSOs do not have the resources to do the community outreach that would enable them to reach the maximum possible number of benefit claimants. Federal/state/local partnerships will enable State and County veterans service programs to reach and assist more claimants thus helping to reduce the chronic VA claims backlog.

Contact: Scott Holwell, Veterans Service Officer, (559) 852-2661

- **Community Development Block Grant (CDBG)**

Provide maximum funding for the CDBG program. Kings County utilizes these program funds with increasing success to develop unincorporated communities and provide better housing conditions and opportunities to Kings County residents. CDBG funding has typically been used for first-time home buyers' loans since the late 1990's, as well as owner-occupied rehabilitation projects in locations in remote communities within the County since the mid-1970's.

Allow continued use of the CDBG program income for continued operational costs without risking the ability to apply for future grants.

Support legislation and funding opportunities that would provide for the conversion of existing dilapidated housing to new updated homes.

Contact: Chuck Kinney, Deputy Director-Planning, (559) 852-2674

- **USDA Rural Development**

Support legislation or administrative action that would expand the eligibility requirements for USDA's Rural Development Communities Facilities programs, which eligibility expansion should also include communities with prison populations. Specifically, Kings County supports increasing the population threshold used to determine whether communities are eligible for such grants and loans.

Contact: Rebecca Campbell, County Administrative Officer, (559) 852-2375

- **Workforce Innovation and Opportunity Act (WIOA) Programs**

Support full funding for local Workforce Innovation and Opportunity Act (WIOA) Programs. Four years after the implementation of WIOA, Kings County continues to need additional resources to enable local eligible residents to increase their training for and exposure to the workforce. At the same time, increased un-funded WIOA administrative requirements and costs are being absorbed to the detriment of participants and businesses in Kings County. WIOA's business-led local effort improves local economies, including attracting manufacturing jobs back to the United States.

Contact: Lance Lippincott, Economic and Workforce Development Director, (559) 852-4960

- **Transportation**

Support legislation to restore Highway Trust Fund solvency in order to fund major programs important to Kings County by creating a pilot program to test out transitioning from a tax on gasoline to a tax based on miles driven (vehicle miles travelled)

Support legislation that would temporarily increase gas and diesel taxes by 15 and 20 cents per gallon, respectively, over a three-year period and then index them to inflation so they will continue to grow.

Support the creation of a Highway Trust Fund Commission to determine a new funding mechanism for transportation projects.

Support legislation to prioritize formula over discretionary or competitive allocation to programs.

Support legislation to ensure set asides for smaller Metropolitan Areas and Rural Areas as part of major programs.

Support legislation to ensure set asides for Small Projects.

Support legislation to maintain flexibility and authority for Metropolitan Planning Organizations (MPOs).

Support legislation to eliminate "new non Federal Revenue" requirements or programs that rely on a substantial local match.

Support long-term federal funding for roads and bridges, which excludes increases for biking and walking projects, as part of the reauthorization of the *Fixing America's Surface Transportation (FAST) Act*, and work with local representatives and federal transportation agencies to ensure that California counties are well-positioned to utilize environmental streamlining opportunities available from the *FAST Act*.

Add new funding mechanisms from a ten percent tax on bike tires and electric vehicle batteries and eliminate the fuel tax subsidy for transit.

Increase flexibility for states and local governments to improve their systems with multimodal infrastructure, including public transportation and rail, active transportation, and technology and system management.

Support legislation that implements the exceptions to Buy America proposed previously by FHWA in Federal ruler making and reinstate the waiver process to ensure transportation projects are progressing without significant delays. Additionally, develop clear guidelines on exceptions at the Federal level to create a consistent nationwide application of rules and reduce the burden, delays and resources expended over small percentages of materials.

Support steps to identify and quantify the most crucial elements of a pilot program for the next transportation bill to assist with maintaining those farm-to-market routes deemed crucial for interstate commerce.

Support legislation that exempts the maintenance of existing public works facilities/infrastructure from permit requirements under the Endangered Species Act.

Contact: Kevin McAlister, Public Works Director, (559) 852-2700

Seek funding to assist with the movement of goods on State Route 198 (SR 198). Normal highway traffic rates are 15-18%, and SR 198 has a higher rate of use at 38%. In 2017, an influx of new military related personnel started to arrive and will be staying in the area due to the basing of the new F-35C Lightning II Strike Fighter squadrons and two relocated F-18 Super Hornet squadrons. Widening approximately 20 miles of SR 198 will assist with goods movement to Lemoore Naval Air Station Lemoore, as well as the Central Valley of California.

Support reforms to the National Highway Freight Program to more clearly include eligibility for investment in integrated freight management solutions and freight safety programs, including for emergency responders.

Support any move by NAS Lemoore to expand additional runway construction to support the aging airstrips currently being used. This is due to the addition of F-35C Lightning II Joint Strike Fighter squadrons.

Support efforts and increased funding to enhance and sustain rail operations including the movement of freight within and through the County.

Contact: Joe Neves, Board of Supervisor, (559) 852-2370

- **Institute of Museum and Library Services**

Continue Federal support for grants and funding from the Institute of Museum and Library Services (IMLS). Elimination of such funding will jeopardize the \$16 million the California State library receives in federal funds, money that also funds the Braille and Talking Book library. The Library Services Technology Act (LSTA) is exclusively for libraries and is administered through IMLS. LSTA funds, in which the California State Library receives \$16 million, is where the Kings County Library has benefited.

The Kings County Library successful programs were funded by receiving LSTA grant funds. Programs such as Veterans Connect at the Library, Career Online High School, The Family Place Library, Brainfuse Online Homework Help, Book-To-Action, and Touchpoints in Libraries Training are an example.

Contact: Natalie Rencher, Library Director, (559) 852-4005