

Board Members

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



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, October 22, 2019
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 – Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE
- II. 9:00 AM **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
- III. 9:05 AM **SERVICE AWARDS- HUMAN RESOURCES – LESLIE McCORMICK WILSON**
Presentation of 2019 Service Awards to employees from the Human Services Agency.
- IV. 9:10 AM **APPROVAL OF MINUTES**
Approval of the minutes from the October 15, 2019 regular meeting.
- V. 9:15 AM **CONSENT CALENDAR**
 - A. **Department of Finance:**
Consider authorizing the Director of Finance to sign a Non-Federal Credit Reporting Act Permissible Use Certification to view taxpayer information provided by LexisNexis Risk Solutions Group as part of the Tax Refund Exchange and Compliance Intercept program.
 - B. **Probation Department:**
Consider authorizing the Chairman to sign an Agreement retroactively with Kings View Counseling Services to continue providing substance use and mental health treatment services to probation youth from July 1, 2019 to June 30, 2020.



CONSENT CALENDAR CONTINUED

C. Community Development Agency:

1. Consider finding that the Notices of Non-Renewals are Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review; and Authorizing the Chairman to sign the Partial Non-Renewals for the following Contracts: Land Conservation Contract Numbers 502, 653, 1220, 1710 and 1782.
2. Consider finding that the Reinstatement of the two Land Conservation Contracts are Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review; and Authorizing the Chairman to sign the Reinstatement for the following Contracts: Land Conservation Contract Numbers 974 and 975.
3. Consider finding that the Reinstatement of the Farmland Security Zone Contract is Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review; and Authorizing the Chairman to sign the Reinstatement of Farmland Security Zone Contract Number 11.
4. Consider authorizing the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between Apex Energy Solutions, LLC and the County of Kings retroactive to September 10, 2019.
5. Consider authorizing the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between Utica JLL, LLC and the County of Kings retroactive to September 2, 2019.

VI. REGULAR AGENDA ITEMS

- 9:20 AM A. Community Development Agency - Greg Gatzka**
Receive staff presentation; and
Provide direction to staff, if desired, regarding any follow up actions from the Kings County Agricultural Advisory Committee recommendations.
- 9:25 AM B. Administration – Rebecca Campbell/Kyria Martinez**
Sheriff’s Office – David Robinson/Cassandra Bakker
Consider accepting the Edward Bryne Memorial Justice Assistance Grant Program with the Board of State Community Corrections; and
Authorizing the Clerk of the Board to sign the budget appropriation and transfer form.
(4/5 vote required)
- 9:30 AM C. Administration – Rebecca Campbell/Kyria Martinez**
Public Works – Kevin McAlister/Dominic Tyburski
Consider authorizing the County Administrative Officer to sign the United States Department of Agriculture Community Facilities Pre-Application Certification for a Kettleman City Project.
- 9:35 AM D. Department of Public Health – Edward Hill/Nancy Gerking**
1. Consider waiving the second reading and adopting the amendment to Article III, Chapter 2, Section 2-42 of the Kings County Code of Ordinances relating to the First Five Kings County Children and Families Commission .
 2. Consider authorizing out of state travel for Family Resource Coordinator, America Blancaz, to attend the Foundational and Model Implementation Training for the Parents as Teachers program in San Antonio, Texas from November 10, 2019 to November 16, 2019.
 3. Consider authorizing the Public Health Director to retroactively sign the Memoranda of Understanding for the term July 1, 2019 to June 30, 2021 with Dr. Zorn to serve as the Medical Therapy Unit Conference Team Physician.



- VII. 9:35 AM E. Board Member Announcements or Reports**
On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).
- ◆ Board Correspondence
 - ◆ Upcoming Events
 - ◆ Information on Future Agenda Items
- PUBLIC HEARING**
- VIII. 10:00 AM F. Community Development Agency – Greg Gatzka/Kao Nou Yang**
Hold a public hearing and consider implementation of Section 51244(b), which allows for the 10% reduction in the Williamson Act and Farmland Security Zone Contract terms. If the Board adopts implementation of Section 51244(b), the following actions are also required:
- a. Determine that the State funded less than one-half (1/2) of Kings County’s actual forgone property tax revenues in the prior fiscal year (FY 2018/2019); and
 - b. State that landowners may choose to not participate in implementation of Section 51244(b) by serving a notice of non-renewal within 90 days of the date of notice of the opportunity to prevent the modification and re-evaluation of contracts authorized by Section 51244(b) or before February 1, 2020; and
 - c. Amend the County’s Land Conservation Act Program Procedures by extending the deadline for landowners to file notices of non-renewal for calendar year 2019 to February 1, 2020; and
 - d. Adopt a resolution authorizing implementation of Section 51244(b).
- IX. 10:05 AM G. CLOSED SESSION**
- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employment
Title: Director of Child Support Services
 - ◆ **Deciding to initiate litigation/Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9(d)(2),(d)(4), (e)(2)]
 - ◆ **Deciding to initiate litigation.** 1 case [Govt. Code Section 54956.9(d)(4)]
 - ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Rebecca Campbell, Roger Bradley, Leslie McCormick Wilson, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Detention Deputy’s Association
 - Prosecutors’ Association
 - Management
 - General - CLOCEA
 - Supervisors - CLOCEA
 - Blue Collar - SEIU
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association
- X. H. ADJOURNMENT**
The next regularly scheduled meeting will be held on Tuesday, October 29, 2019, at 9:00 a.m.
- XI. 11:00 AM I. CALIFORNIA PUBLIC FINANCE AUTHORITY - REGULAR MEETING CANCELLED**
- XII. 1:30 PM J. KINGS COUNTY HOUSING AUTHORITY BOARD OF DIRECTORS - REGULAR MEETING**



XIII. 2:00 PM K. KINGS IN HOME SUPPORTIVE SERVICES BOARD OF DIRECTORS - REGULAR MEETING

FUTURE MEETINGS AND EVENTS

October 29	9:00 AM	Regular Meeting
October 29	T.B.D.	Judging for County Office Halloween Decoration Contest (After Meeting)
October 31	3:00 PM	County Employee Halloween Costume judging contest
November 5	9:00 AM	Regular Meeting
November 5	11:00 AM	California Public Finance Authority Regular Meeting
November 11	--	Offices closed in observance of Veterans Day
November 12	--	Regular meeting cancelled in observance of Veterans Day – November 11, 2019
November 19	9:00 AM	Regular Meeting
November 19	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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Human Resources – Leslie McCormick Wilson

SUBJECT: COUNTY SERVICE AWARDS PRESENTATION

SUMMARY:

Overview:

The Kings County Service Awards Program has been in place since 1977 to recognize the full-time employment service of County employees. Service awards are presented to employees after five (5) years of continuous full-time service, and in increments of five (5) years thereafter.

Recommendation:

Acknowledge employees that have completed various milestones of County Service.

Fiscal Impact:

The Adopted Fiscal Year 2019-2020 Budget includes \$24,000 in the Human Resources budget for the provision of various cash and memento awards for eligible employees.

BACKGROUND:

Public service is a calling and a privilege that involves a dedication of purpose on the part of the people that strive daily to add value to their community. There has been a Kings County Service Awards Program since 1977. It was established in order to recognize publicly the length of quality service that employees have provided to the citizens of Kings County. At the end of each fiscal year, the Human Resources Department identifies those employees who became eligible to receive service awards during the previous fiscal year. Each eligible recipient receives a certificate indicating the number of years of service that have been completed. Each awardee is also permitted to select an award to which they are entitled based on years of service completed. Awards are provided in the form of either cash or a memento based on the years of qualifying service. At this meeting, employees from the Human Services Department will be recognized.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



Board Members

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

Staff

Rebecca Campbell, County Administrative Officer
Juliana Gmur, Assistant County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, October 15, 2019
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. B 1 CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Kevin McAlister, Public Works Department Director
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT
- II. B 2 UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.
Justin Mendes, Kings County resident and Kings County Agricultural Advisory Committee member, stated that he would like to speak on the Groundwater item listed as D.2., when the matter is heard.

Clay Smith, Kings County Fire Chief, wanted to remind everyone that the Battle of the Badges blood drive will be held on November 8, 2019 and asked everyone to select the Kings County Fire Department when they donate.
- III. B 3 SERVICE AWARDS - HUMAN RESOURCES - LESLIE McCORMICK WILSON**
Presentation of 2019 Service Awards employees from the Ag Commissioner/Sealer, Assessor/Clerk Recorder, Administration-Minors' Advocate, Behavioral Health, Board of Supervisors, Child Support Services and Probation Departments.
INFORMATION ONLY - NOA
- IV. B 4 APPROVAL OF MINUTES**
Approval of the minutes from the October 8, 2019 regular meeting.
ACTION: APPROVED AS PRESENTED (RF/DV/RV/CP/JN-Aye)



V. B 5

CONSENT CALENDAR

A. Fire Department:

Consider authorizing the Chairman to retroactively sign the Tulare - Kings Regional Hazardous Materials Team Memorandum of Understanding to provide technical services at the scene of a hazardous materials incident within the operational areas of the participating agencies in Tulare and Kings Counties. **[Agmt 19-097]**

B. Library/Public Works Department:

Consider authorizing the Purchasing Manager to sign a purchase order from Kings County Air, Inc. for the purchase of a heating, ventilation and air conditioning unit to replace the existing unit at the Lemoore Branch Library and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**

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

VI.

REGULAR AGENDA ITEMS

B 6

A. Administration - Rebecca Campbell

Waste Management - Bob Henry

Quarterly report of the Kettleman Hills Hazardous Waste Facility activities.

INFORMATION ONLY - NOA

B 7

B. Community Development Agency - Greg Gatzka

1. Monthly report of the Planning Commission's actions.

INFORMATION ONLY - NOA

2. Consider adopting a Resolution authorizing the Community Development Agency Director to apply and to execute all required documents for the Senate Bill 2 Planning Grant to update housing related permit processes, regulations, and plans. **[Reso 19-074]**

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

B 8

C. Behavioral Health – Lisa Lewis/Unchong Parry

Consider authorizing the Chairman to sign an Agreement with Evalcorp to provide an independent evaluation of the Multiple Organization Shared Telepsychiatry project. **[Agmt 19-098]**

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

B 9

D. County Counsel – Lee Burdick/Juliana Gmur/Carrie Woolley

1. Consider authorizing the Chairman to sign Amendment No. 8 to Joint Powers Agreement No. 79-31.1 to allow the Kings County Area Public Transit Agency to acquire real property for the purpose of developing a new transit center. **[Agmt 79-31.8]**

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

2. Consider directing County Counsel to send written notice to the Groundwater Sustainability Agencies regarding failure to provide sufficient notice of the December 2, 2019 public hearing.

ACTION: DIRECT COUNTY COUNSEL TO NOT SEND THE LETTER TO THE GROUNDWATER SUSTAINABILITY AGENCIES (DV/RF/RV/CP/JN-Aye)

B 10

E. Department of Finance – James Erb

Consider authorizing the Chairman to sign the second amendment to Agreement No. ~~13-057~~ 15-037 with Hudson, Henderson & Company, LLP for additional audit services which include drafting and compiling the Comprehensive Annual Financial Report for Fiscal Year 2018-2019.

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

B 11

F. Department of Public Health – Edward Hill/Nancy Gerking

Consider introducing and waiving the first reading of an Ordinance amending Section 2-42 of the Kings County Code of Ordinances relating to updating the Kings County Children and Families First Commission Ordinance to allow for an adjustment in the membership of the Commission.

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



- B 12** **G. Human Resources Department – Leslie McCormick Wilson/Henie Ring**
Consider approving a new job specification for Elections Supervisor and set the salary at Range 189.0 (\$3,942-\$4808).
APPROVED AS PRESENTED (RF/DV/RV/CP/JN-Aye)
- B 13** **H. Administration – Rebecca Campbell**
Consider appointing Henie Ring to the position of Human Resources Director effective January 1, 2020, and set the compensation.
THE BOARD APPOINTED HENIE RING AND SET THE COMPENSATION AT \$11,558 PER MONTH EFFECTIVE JANUARY 1, 2020. (CP/RF/RV/DV/JN-Aye)
- VII. B 14** **I. Board Member Announcements or Reports**
On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).
Supervisor Pedersen stated that he was the guest speaker at CalPoly San Luis Obispo University in the Irrigation and Water Management class on the Sustainable Groundwater Management Act and attended the Groundwater Sustainability Plan meeting on October 10, 2019.
- Supervisor Verboon stated that he attended the Groundwater Sustainability Plan meeting on October 10, 2019 and stated that they will hold a meeting tonight in Lemoore, and stated that his walnut harvest is almost complete.**
- Supervisor Valle stated that he attended the Avenal City Council meeting where residents were complaining about the changes to the Kings Area Regional Transit (KART) routes.**
- Supervisor Fagundes stated that he attended the Kings/Tulare Area Agency on Aging meeting on October 14, 2019.**
- Supervisor Neves stated that he attended the First 5 Children & Families Commission meeting on October 8, 2019, attended the Lemoore Chamber luncheon on October 9, 2019, attended the Woman’s Club meeting and announced at the Lemoore High School football game on October 10, 2019, attended the Kings County Library Lemoore Branch book sale on October 12, 2019, attended the Groundwater Sustainability Plan meeting on October 14, 2019 and discussed the Lemoore Yacht Club request to donate a railroad Velocipede to the County Museum. He asked staff to work towards getting the agenda item processing and posting of the agenda back on track and completed by noon on Fridays.**
- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received a letter from Bill Miguel regarding the South Fork Groundwater Sustainability Agency.**
 - ◆ **Upcoming Events: Rebecca Campbell stated that the Groundwater Surface Plan outreach meeting at Lemoore Civic Auditorium will be held tonight at 5:30 p.m., the Rock the Purple luncheon will be held today at Hanford Civic Auditorium from 11:30 a.m. to 1:30 p.m., the Pink Passion Picnic will be held at the Hanford Civic Auditorium at 10:30 a.m. on October 23, 2019, the Kings Economic Development Corporation annual meeting will be held at Fialho’s Hanger in Lemoore on October 24, 2019, the San Joaquin Valley Regional Association of California Counties 2019 conference hosted by Stanislaus County at the Double Tree in Modesto on October 24-25, 2019, the Salvation Army 2nd annual Red Kettle Kick Off at 5:00 p.m. on October 25, 2019 and the Kings County Grand Jury open house on October 30, 2019.**



- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Human Resources employee service awards, Administration/Public Works pre application for the USDA loan application for Kettleman City projects, Public Health medical therapy unit conference team physician, Child Support Services plan of cooperation with the Kings County Superior Court, Probation agreement with Kings View for treatment services for youth, Administration jail medical provider extension and JAG grant acceptance of \$660,000 for major crimes task force, Probation electronic monitoring program, Administration/Sheriff/Behavioral Health agreement for jail beds competency program with the Department of State Hospitals, Administration study session on policies and powers of the board on water issues and Administration state water project contract extension.**

VIII. B 15 J. CLOSED SESSION

- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employment
Title: Director of Child Support Services
- PULLED** ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
- PULLED** ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- PULLED** ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- PULLED** ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Conference with Real Property Negotiator [Govt. Code Section 54956.8]**
 Property: 501 E. Kings St., Avenal, CA (APNs 040-165-007, 040-165-011, 040-165-012)
 Negotiating Parties: Rebecca Campbell for County
 Under Negotiation: Terms and conditions of potential purchase.
REPORT OUT: Juliana Gmur, Assistant County Counsel stated that she did not anticipate any reportable action being taken in closed session today.

IX. J. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, October 22, 2019, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

October 22	9:00 AM	Regular Meeting
October 22	11:00 AM	California Public Finance Authority Regular Meeting
October 22	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
October 22	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
October 29	9:00 AM	Regular Meeting
October 29	T.B.D.	Judging for County Office Halloween Decoration Contest (After Meeting)
October 31	3:00 PM	County Employee Halloween Costume judging contest

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Department of Finance – James Erb

SUBJECT: NON-FEDERAL CREDIT REPORTING ACT PERMISSIBLE USE
CERTIFICATION

SUMMARY:

Overview:

A Non-Federal Credit Reporting Act (Non-FCRA) Permissible Use Certification (Exhibit A) states that in the course of services provided by LexisNexis Risk Solutions Group (LN Services) some of the information obtained may be considered confidential. The Non-FCRA Permissible Use Certification acknowledges that the Department of Finance is entitled to receive the information and any information obtained will be used for its intended purpose.

Recommendation:

Authorize the Director of Finance to sign a Non-Federal Credit Reporting Act Permissible Use Certification to view taxpayer information provided by LexisNexis Risk Solutions Group as part of the Tax Refund Exchange and Compliance Intercept program.

Fiscal Impact:

There will be no fiscal impact by signing the Non-FCRA certification.

BACKGROUND:

On August 27, 2019, your Board entered into an agreement (#19-089) with California State Association of Counties – Finance Corporation (CSAC-FC) to participate in a California Franchise Tax Board (FTB) tax intercept program for the collection of delinquent Unsecured Property Taxes. One of the services provided by CSAC-FC is to locate the taxpayer, so that delinquent tax can be collected. CSAC-FC uses the services of LexisNexis Risk Solutions Group (LN Services) to assist with the task of locating the taxpayer. LN Services requires that CSAC-FC, and their clients, sign a Non-FCRA certification to use their services.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the “GLBA”) Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “DPPA”)

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LexisNexis Risk Solutions Group services (LN Services) use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

<input checked="" type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
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SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input checked="" type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users (“Authorized Users”) may be able to obtain full social security numbers (nine (9) digits) and driver’s license numbers (collectively, “QA Data”), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? NACo FSC, Farragut Systems, state Departments of Revenue

SOCIAL SECURITY NUMBERS

Not an authorized user. Proceed to DRIVER’S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
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<input checked="" type="checkbox"/>	Collection department of a creditor.
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2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input checked="" type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input checked="" type="checkbox"/>	Collection department of a creditor.

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input checked="" type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

- a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. **DMF:** The federal Death Master File.
- d. **NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

Legitimate Fraud Prevention Interest: Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty: Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- Fraud Prevention and identity verification purposes
- For uses permitted or required by law
- For uses permitted or required by governmental rules
- For uses permitted or required by regulation
- For uses necessary to fulfill or avoid violating fiduciary duties

and

(b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.
3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.

5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

Customer:

Signature

Print Name

Title

Dated

_____ (mm/dd/yy)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Probation Department – Kelly Zuniga/Cesar Saray

SUBJECT: AGREEMENT WITH KINGS VIEW FOR TREATMENT SERVICES TO PROBATION YOUTH

SUMMARY:

Overview:

The Kings County Probation Department receives funding through the Youthful Offender Block Grant (YOBG) to improve services to at-risk youth in Kings County. The Probation Department intends to continue with treatment services, which consist of one full-time mental health therapist position and one part-time Alcohol and Drug Counselor to work exclusively with probation wards. The Probation Department and Kings View Counseling Services are renewing the agreement for these positions.

Recommendation:

Authorize the Chairman to sign an agreement retroactively with Kings View Counseling Services to continue providing substance use and mental health treatment services to probation youth from July 1, 2019 to June 30, 2020.

Fiscal Impact:

There is no fiscal impact to the General Fund. Funds in the amount not to exceed \$190,000 are included in the Fiscal Year 2019-2020 Adopted Budget under Budget Unit 233600 (YOBG), Account 82223000 (Professional and Special Services).

BACKGROUND:

The YOBG was approved by the California Legislature in 2009, and was intended for counties to increase services to juveniles in their local jurisdictions. In particular, Welfare and Institutions Code Section 1961(c) states in part that YOBG funds shall be used to enhance the capacity of county probation, mental health, drug and alcohol, and other county departments to provide appropriate rehabilitative and supervision services to

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH KINGS VIEW FOR TREATMENT SERVICES TO PROBATION YOUTH

October 22, 2019

Page 2 of 2

youthful offenders. The Legislature recognized the need for counties to develop local programs for juveniles as the Department of Juvenile Justice had discontinued Parole Services, and had become very selective in accepting new cases into statewide facilities.

Probation Department has integrated YOBG funds into its Juvenile Justice planning process since 2009. Funding under this program has been used for staff including: a Deputy Probation Officer to supervise high risk youth who present a public safety issue; a Deputy Probation Officer to work with incarcerated youth transitioning out to provide a seamless re-entry into the community; a Transportation Officer; one of the juvenile work programs; and training for staff to provide evidence based programming. Funding was also used to purchase a validated Risk Assessment Tool for youth, and is assisting in implementing programming for youth such as the Forward Thinking program, which is a cognitive-behavioral journaling program designed to assist youth in changing their thoughts and feelings regarding criminal behavior.

In the current Fiscal Year 2019-2020, the Probation Department requests to continue to provide substance use and mental health treatment to youth in Kings County, which will be provided by one (1) full-time equivalent (FTE) therapist and one (1) half-time (.50 FTE) therapist from Kings View Counseling Services. Both the full-time and half-time therapists will share treatment duties that will service all wards in Kings County as outlined in the attached agreement, which was reviewed and approved by County Counsel as to form.

Agreement No. _____

AGREEMENT
BETWEEN THE COUNTY OF KINGS AND KINGS VIEW COUNSELING SERVICES FOR
THE PROVISION OF MENTAL HEALTH AND DRUG TREATMENT SERVICES
FOR YOUTH SUPERVISED BY THE KINGS COUNTY PROBATION DEPARTMENT

This Agreement is made by and between the County of Kings ("County") and Kings View Counseling Services, Inc. ("Contractor") with respect to the following recitals:

WHEREAS, County desires to contract with Contractor for the provision of mental health and drug treatment services as set forth in Exhibit A to this Agreement, for at-risk youth adjudged wards pursuant to Section 602 of the Welfare and Institutions Code and supervised by the Kings County Probation Department ("Probation"); and

WHEREAS, Contractor has sufficient experience and skill to perform the services required pursuant to this Agreement.

NOW, THEREFORE, the parties agree as set forth below:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide services in accordance with the Scope of Work as set forth in Exhibit A to this Agreement and ensure that such services are provided consistent with the standards of care for similar services in the community. Contractor shall also ensure that all information is protected in accordance with any and all applicable federal, state, or local statutes or regulations regarding the confidentiality of participants' information, including the regulations enacted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Exhibit B to this Agreement.

Contractor shall perform all work in a manner satisfactory to County. Said work shall be performed in a good and workmanlike manner and according to generally accepted standards for contractors performing the same or similar work in the State of California.

2. COMPENSATION

Payment for service provided under this Agreement shall be for the actual costs for services rendered for a total maximum amount not to exceed **\$190,000.00**. County shall not be liable to Contractor for any amount in excess of the maximum amount unless an amendment to this Agreement is approved by the authorized representatives of both parties. For purposes of this Agreement, the authorized representative of the County shall be the County's Board of Supervisors. In addition, the parties understand and agree that the County plans on using State funding to compensate Contractor for the provision of services under this Agreement. The parties therefore agree that the County's obligation to make payments under this Agreement is contingent upon the State allocating and delivering the necessary funding, if not already allocated and distributed.

Contractor understands and agrees that the amount set forth above is subject to off-set by amounts paid to Contractor by Medi-Cal. Accordingly, Contractor agrees to apply for Medi-Cal reimbursement through the County's Behavioral Health Department and deduct the amounts received from Medi-Cal for the services rendered under this Agreement from any amount owed to Contractor. To this end, Contractor agrees to provide billing, application, or payment receipts, as requested by County, to verify the amounts paid by Medi-Cal and ensure that Contractor has properly off-set those amounts and deducted said amounts from the amount due under this Agreement.

3. TERM

This Agreement shall take be effective from July 1, 2019 until June 30, 2020, and may be extended by mutual agreement of Contractor and County. The parties understand and agree that this Agreement shall have retroactive application to cover services rendered from July 1, 2019.

4. WARRANTY

Contractor warrants that it has the expertise to perform the tasks described in this Agreement in a workmanlike manner.

5. TERMINATION OF AGREEMENT

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.

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.

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. Payment Not to be Construed as Waiver of Breach or Default. In no event shall any payment by County hereunder constitute a waiver by County of any breach of this Agreement or

any default which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to County with respect to the breach or default.

6. ASSIGNMENT AND SUBCONTRACTING

Services under this Agreement are deemed to be personal services. Contractor shall not assign, transfer, or subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

7. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand 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.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Agreement. County may not require Contractor to change its manner of doing business, but may require redirection of efforts to fulfill this Agreement.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Agreement.

G. Any persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a

third party that an employer-employee relationship exists under this Agreement.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

8. COORDINATION OF PROGRAM

All coordination between Contractor, the Board of Supervisors, and Probation regarding all aspects of treatment services shall be done through Probation, who shall designate an Administrator for that purpose. Copies of external fiscal or program correspondence between Contractors and the State and Federal governments and local boards or agencies concerning the Contractor's program will be sent concurrently to Probation.

9. RECORDS

Contractor shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement or as otherwise indicated in Exhibit A. In addition, Contractor shall maintain complete and accurate records with respect to any payment to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Contractor shall make such records available with regards to this Agreement to the County, its Auditor, Administrator, or to appropriate State and/or Federal agencies and their agents and representatives, for the purposes of financial and/or program auditing and monitoring and/or copying such records for a period of five years from the date of final payment under this Agreement or as otherwise indicated in Exhibit A.

10. 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, protect, 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 the Contractor (and its subcontractors) are responsible for such damages, liabilities, and costs on a comparative basis of fault between the Contractor (and its subcontractors) 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 fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials 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, the performance of this Agreement 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 acts or omissions occurring under this Agreement or any extension of this Agreement.

11. 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.

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

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.

12. NONDISCRIMINATORY PRACTICES

In performing under this Agreement, Contractor shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, or as otherwise prohibited under law.

13. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all federal, state, and local laws and regulations applicable with respect to his or her performance under the Agreement, including but not limited to, licensing, employment, and purchasing practices, as well as wages, hours, and conditions of employment, including nondiscrimination, and all State and Federal audit requirements.

14. JURISDICTION AND VENUE

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. 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.

15. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

16. MODIFICATION OR AMENDMENT

This Agreement may not be modified or amended except through a written document, signed by Contractor and County. Contractor understands and agrees that modifications or amendments may only be approved by the County's Board of Supervisors.

17. NOTICE

Any notice of termination, breach, non-compliance, or any other notice related to this

Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, and addressed to the Party on whom notice is being served as follows:

County:	County of Kings	Contractor:	Kings View Counseling Services
	Attn: Rebecca Campbell		Attn: Amanda Nugent-Divine
	1400 W. Lacey Blvd.		1393 Bailey Drive
	Hanford, CA 93230		Hanford, CA 93230

With a copy to:

Kings County Probation Department	Kings County Counsel
Attn: Dan Luttrell	1400 W. Lacey Blvd., Bldg. 4
1424 Forum Drive	Hanford, CA 93230
Hanford, CA 93230	

18. INTEGRATION

This Agreement, including its recitals and exhibits, represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, whether written or oral. If any term or provision in the exhibits to this Agreement conflict with any term or provision of this Agreement, the term or provision contained in this Agreement shall prevail.

19. CONFIDENTIALITY

During the term of this Agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

All information and records obtained in the course of providing services under this Agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information, including but not limited to Section 5328 of the Welfare and Institutions Code, and Title 45, Code of Federal Regulations, section 205.50 for MediCal-eligible patients. Contractor shall likewise adhere to all applicable regulations and statutes relating to patients' rights. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Attached to this Agreement as Exhibit B, and incorporated by reference, is an addendum which constitutes a Business Associate Agreement as required by the Federal Health Insurance Portability and Accountability Act of 1996.

20. USE OF COUNTY PROPERTY

Contractor shall not use County premises, property, including equipment, instruments and supplies, or personnel for any purpose other than in the performance of Contractor's obligations under this Agreement.

21. LICENSES AND PERMITS

Contractor shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Kings, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitute grounds for the termination of this Agreement by County.

22. 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 the County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as Exhibit C.

23. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 9 Records and Inspections, Section 10, Indemnification, Section 11 Insurance, and Section 19 Confidentiality.

24. MATTERS TO BE DISREGARDED

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

25. 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.

26. AUTHORITY TO EXECUTE AGREEMENT

Each party to this Agreement represents and warrants to the other party that its governing body has approved this Agreement and authorized its execution by the representative of said party signing this Agreement on behalf of said party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by both parties.

“CONTRACTOR”

Dated: _____

By: Amanda Nugent-Divine, CEO
Amanda Nugent-Divine, CEO
Kings View Counseling Services

“COUNTY”

Dated: _____

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

ATTEST:

Dated: _____

By: _____
Catherine Venturella, Clerk,
Kings County Board of Supervisors

Approved and Endorsements Received:

Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Carrie R. Woolley, Deputy

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** HIPAA Business Associate Agreement
- Exhibit C:** Kings County ADA Grievance Procedures

Youth Offender Block Grant: SCOPE OF WORK

A. PROBATION SHALL:

1. Through their own internal screening process, identify those juveniles to be referred for mental health and/or co-occurring disorders assessment and treatment services. All referrals for mental health and co-occurring disorders treatment services will be generated and sent by the Kings County Juvenile Probation office to a designated liaison at Kings View Counseling Services. Referrals shall include at a minimum the following information:

- a. Client name
- b. Client date of birth
- c. Client contact information
- d. Reason for referral
- e. Listing of recommended services
- f. Name and contact information of client's probation officer
- g. Copy of court report

2. Provide secured counseling space to the Kings View therapist in which clinical work can be provided.

3. When appropriate, provide access to the client while incarcerated within the Kings County Juvenile Detention facility.

4. Provide direct access for Kings View to review information regarding a minor's prior delinquent history, including information contained in the minor's Probation file. The exchange of information between Kings View and Probation shall be carried out in a manner congruent with ethical and legal guidelines.

B. KINGS VIEW SHALL:

1. Establish a clinically based assessment process which will support the mission of the grant, that being to reduce recidivism of participants by targeting mental health and substance use disorder symptoms that impact effective community re-integration.

2. Upon completion of the clinical assessment, shall develop for each participant an individualized Plan of Care. This Plan of Care shall be strength based and shall identify clinical problems associated with the assessed mental health disorder and/or co-occurring disorder, establishing long term goals, and objectives.

3. Kings View shall maintain a qualified a dedicated mental health therapist (1 FTE) who shall be based at the Probation Office. Kings View shall also provide up to a .5 FTE Case Manager II, who is bi-lingual (English and Spanish) and has a working knowledge of substance use disorder treatment principles and can facilitate community based group life skills training. Kings View will also provide up to

8 hours per week (.20 FTE) of a Spanish speaking bi-lingual therapist who can services mono-lingual Spanish juveniles and families.

4. Kings View will be responsible for the supervision, recruitment, hiring and training of the mental health staff.

5. The assigned Kings View staff shall provide mental health services to each Probation referred youth, and that such services may consist of, but not be limited to, the following:

- a. Mental Health Assessment
- b. Individual therapy
- c. Group therapy
- d. Individual rehabilitative counseling
- e. Life skills group training
- f. Case Management

6. All efforts will be made to address the clinical needs in a manner that is cost effective and is consistent with the orders of the Kings County Juvenile Court.

7. Individual Probation referred youth requiring specialized clinical services which cannot be provided by the staff secured under this agreement may be referred to appropriate outside resources including but not limited to Kings View.

8. Kings View shall maintain records indicating the services rendered, the name of the individual served, the date of service and all financial information obtained on a form mutually agreed to between Kings View and Probation. Kings View shall make said records available to Probation for no less than one year after the date of delivery of such services to the youth.

9. Kings View shall maintain appropriate data for the purpose of generating reports such that are requested by Kings County Probation department. Such reporting may include data on the following:

- a. Ages of youth served
- b. Gender of youth served
- c. Diagnostic categories of youth served
- d. Geographical location of youth served
- e. Numbers and types of services provided
- f. Attendance information

10. Kings View will participate in the Juvenile Transitional Re-Entry Meeting within the 30 days prior to a juvenile being released from detention.

11. Kings View shall provide the Probation office with updated information on the progress and attendance of the juvenile clients.

Exhibit B
HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

E. As set forth in this Agreement, Kings View Counseling Services, Inc. (“Contractor”) is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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

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

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

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

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

2) *Provision of mental health and drug treatment services to at-risk youth supervised by the Kings County Probation Department.* Use PHI to provide mental health and drug treatment services to at-risk youth supervised by the Kings County Probation Department on behalf of the County. Said services are set forth in the Scope of Work, attached to the Agreement as Exhibit A.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

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

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

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

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

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

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

IV. **Obligations of County.**

County agrees to:

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

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

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45

CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

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

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

VII. **Miscellaneous Provisions.**

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

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

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

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

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

Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

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

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines

installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

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

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

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

II. System Security Controls.

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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

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

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

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

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

h\Agreement\BAA Probation Kings View DRC agreement 2014 (HIPAA).doc

Exhibit C

County of Kings

2016 ADA Self-Evaluation

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit C

County of Kings

2016 ADA Self-Evaluation

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than 60 calendar days after the alleged violation to:

Kevin McAlister, ADA Coordinator
County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

If this complaint is being made on behalf of someone other than me, that person's contact information is:

My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location:

My complaint is as follows:

(Please be as specific as possible, and include the names and contact information of anyone who might have knowledge of the facts giving rise to your complaint. To help us to address your concerns promptly, please stick to the facts: who, what, when, where, and how. Please attach additional pages if necessary.)

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, August 13, 2019. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C0251842 KINGS VIEW

Registration Date:	02/21/1951
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC NONPROFIT
Status:	ACTIVE
Agent for Service of Process:	JIM RODRIGUEZ 7170 FINANCIAL DRIVE SUITE 110 FRESNO CA 93720
Entity Address:	7170 FINANCIAL DRIVE SUITE 110 FRESNO CA 93720
Entity Mailing Address:	7170 FINANCIAL DRIVE SUITE 110 FRESNO CA 93720

A Statement of Information is due EVERY ODD-NUMBERED year beginning five months before and through the end of February.

Document Type	↕ File Date	↕ PDF
SI-COMPLETE	12/03/2018	
SI-COMPLETE	12/05/2016	
AMENDMENT	08/02/1990	
AMENDMENT	01/30/1976	Image unavailable. Please request paper copy.
AMENDMENT	07/06/1971	Image unavailable. Please request paper copy.
REGISTRATION	02/21/1951	Image unavailable. Please request paper copy.

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA Inc. LIC # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Michelle Gonzalez PHONE (A/C. No. Ext): 818.539.8630		FAX (A/C. No):
	E-MAIL ADDRESS: Michelle_Gonzalez@ajg.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Philadelphia Indemnity Insurance Company			18058
INSURER B : Quality Comp Inc			4515
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 896679447 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1999431	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1999431	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp & Collision	\$ 500/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB681431	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							Sexual Abuse	\$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	150790117	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Retro Date: 7/1/2002			PHPK1999431	7/1/2019	7/1/2020	Limit Aggregate	\$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Sexual/Physical Abuse Or Molestation Liability
 Policy#: PHPK1999431
 Carrier: Philadelphia Indemnity Insurance Company
 Policy Term: 7/1/2019 To 7/1/2020
 Per Claim: \$1,000,000 / Aggregate: \$3,000,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

County of Kings, Its Officers, Employees & Agents
 1400 W. Lacey Blvd.
 Hanford CA 93230

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melvin C...

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Kings View Corporation 7170 N. Financial Drive, Suite 110 Fresno, CA 93720	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Cyber Liability
 Policy#: RPSP50153582M
 Carrier: Underwriters at Lloyd's London
 Policy Term: 7/1/2019 To 7/1/2020
 Limit: \$4,000,000 / Retention: \$10,000

Project: Mental Health Substance Abuse and Alcoholism Program per contract with the County including DDP, PC 1000, Alcohol & Other Drug Prevention Service & Youth Prevention Services (ADECC)

County of Kings, Its Officers, Employees & Agents are named additional insured with respect to the operations of the named insured. Waiver of Subrogation on Workers Compensation applies in favor of certificate holder.

NUMBER : INT-4515-0095

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

INTERIM

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

KINGS VIEW

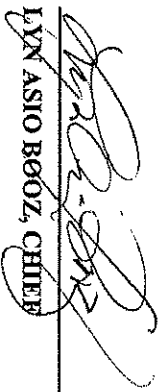
STATE OF INCORPORATION CA TAX ID NO 94-1412648

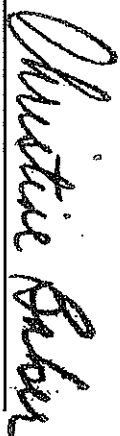
is hereby granted this Interim Certificate of Consent to Self-Insure for workers' compensation liabilities from the effective date of this certificate January 1, 2017 to expiration date of June 30, 2017, pursuant to Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and Section 15205 of Title 8, California Code of Regulations. Said Interim Certificateholder is a subsidiary or affiliate of

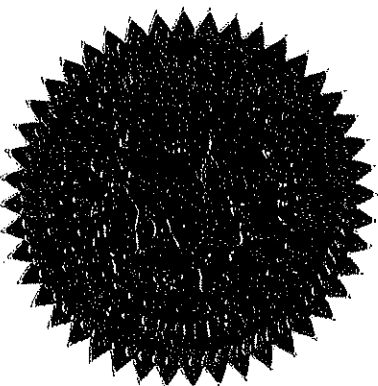
QUALITY COMP, INC.

which has been issued Certificate to Self Insure 4515 by the Director of Industrial Relations; said certificate remains in full force and effect; and, as the master certificateholder is fully responsible for all benefits due from claims of the Interim Certificate party herein named during the period of this Interim Certificate.

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


LYNN ASIO BOOZ, CHIEF


CHRISTINE BAKER, DIRECTOR





Workers' Compensation Solutions

DATE: _____

TO: _____

ACCOUNT: _____

RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #16608).

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000
Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2019
Expiration: January 1, 2020

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Harris".

Jacqueline Harris
Director of Underwriting
RPS Monument

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That Quality Comp, Inc.
(a Corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



Mark Johnson
MARK T. JOHNSON
MANAGER

EFFECTIVE:
THE 1st DAY OF December 2004

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA
JOHN M. REA
DIRECTOR

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova, CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 11th of December 2017

A handwritten signature in cursive script, appearing to read "Lyn Asio Booz".

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Monument Insurance Services
255 Great Valley Parkway, Suite 200
Malvern, Pa 19355



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

Quality Comp, Inc. is a Group Self-Insurance Program authorized by the Office of Self-Insurance Plans to provide workers' compensation to approved members. The Board of Directors of Quality Comp, Inc. has authorized the Program Administrator to waive rights of subrogation in certain instances.

This change in coverage, effective 12:01 AM January 1, 2019, forms part of the member's coverage in Self-Insurance Group No. 4515.

Issued to Kings View Corporation

By Quality Comp, Inc.

The Program has the right to recover our payments from anyone liable for an injury covered by this employer. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this change shall be \$2,500.00.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS PROVIDED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

Job Description

BLANKET WAIVER OF SUBROGATION

Countersigned by _____
Vicki Eberwein, Program Administrator, Authorized Representative

Risk Placement Services, Inc.

255 Great Valley Parkway, Suite 200
Malvern, PA 19355



<p>County of Amador and its respective officers, officials, employees, representatives and agents Attn: Risk Management 810 Court Street Jackson, CA 95642</p>	<p>California Department of Fish and Game the State of California, its Officers, Agents, Employees and Servants Attn: Contracts Management Section 1831 9th Street Sacramento, CA 95811</p>
<p>Tulare County Health and Human Services Agency 5957 S. Mooney Blvd. Visalia, CA 93277</p>	<p>Behavioral Health Services Sherry Parkey, Deputy Director 10877 Conductor Blvd., Ste 300 Sutter Creek CA 95685</p>
<p>County of Tuolumne - Behavioral Health Dept c/o Human Services Agency 20075 Cedar Road North Sonora, CA 95370</p>	<p>Plumas County Behavioral Health Systems 270 County Hospital Road, #109 Quincy CA 95971</p>
<p>Superior California Investments LLC c/o Michele Goedert 1510 Market Street Redding CA 96001</p>	<p>Didi Hirsch Psychiatric Service Attn: Dulce Ruiz, Contracts and Grants Manager 4760 S. Sepulveda Blvd. Culver City CA 90230</p>
<p>Shasta County, its elected officials, officers, employees, volunteers and agents 1313 Yuba Street Redding, CA 96001</p>	<p>Monterey County Behavioral Health Services Contracts/Purchasing 1488 Schilling Place Salinas, CA 93901</p>
<p>Lassen County Behavioral Health Services Attn: Yvonne Smith 336 Alexander Avenue Susanville, CA 96130</p>	<p>City of Berkeley 2180 Milvia Street Berkeley, CA 94704</p>
<p>Calaveras County, Behavioral Health Services 891 Mountain Ranch Road San Andreas CA 95249</p>	<p>Stateside Properties c/o Portfolio Realty Management, Inc. 4020 Moorpark Avenue, Suite 218 San Jose, CA 95117</p>

Risk Placement Services, Inc.

255 Great Valley Parkway, Suite 200
 Malvern, PA 19355



<p>City of San Diego, its respective elected officials, officers, employees, agents, and representatives City of San Diego, Purchasing & Contracting Department 1200 Third Avenue, Suite 200 San Diego, CA 92101-4195</p>	<p>City of Santa Barbara Community Development Department Housing and Human Services Division P.O. Box 1990 Santa Barbara, CA 93102-1990</p>
<p>City of West Hollywood Department of Human Services 8300 Santa Monica Blvd. West Hollywood, CA 90069-6216</p>	<p>City of San Jose – Finance Risk Management 200 East Santa Clara St. 14th Floor Tower San Jose CA 95113</p>
<p>Community Development Commission County of Los Angeles 700 West Main Street Alhambra, CA 91801</p>	<p>St. Joseph Center United Way, Inc. dba: United Way of Greater Los Angeles 204 Hampton Drive Venice, CA 90291</p>
<p>County of Los Angeles Department of Health Services Contracts & Grants Division Attention: Kathy K. Hanks, CPM 313 N. Figueroa Street 6th Floor East Los Angeles, CA 90012</p>	<p>Fair Sky Properties, Clifford Branch, Lynette Branch, James Edmund Smith, Beverly Elder Smith, Brendan V. McAdams, Kathryn L. McAdams 755 Santa Rosa Street, Suite 310 San Luis Obispo, CA 93401</p>
<p>The County of San Diego 3255 Camino Del Rio South San Diego, CA 92108</p>	<p>County of Merced - Behavioral Health and Recovery Services PO Box 2087 Merced CA 95344</p>
<p>Downtown Center Business Improvement District Management Corporation, Attn: Carol Schatz, President & Chief Executive Officer 626 Wilshire Blvd. Suite 200 Los Angeles, CA 90017</p>	<p>County of Tulare 5957 S. Mooney Blvd Visalia CA 93277</p>

Risk Placement Services, Inc.

255 Great Valley Parkway, Suite 200
Malvern, PA 19355



Los Angeles Homeless Service Authority 811 Wilshire Blvd., 6th Floor Los Angeles CA 90017	
City of Fresno Attn: Wilma Quan City Manager's Office 2600 Fresno Street Fresno CA 93721	
Kings County, Behavioral Health Services 460 Kings County Drive, #101 Hanford CA 93230	
County of Merced PO Box 2087 Merced CA 95344	
Kern County Mental Health Department Attn: Bill Walker, LMFT, Director PO Box 1000 Bakersfield, CA 93302-1000	
Lake County, Behavioral Health Services PO Box 1024 Lucerne, CA 95458	
Mariposa County PO Box 99 Mariposa, CA 95338	
County of Kings, its Officers, Employees & Agents 1400 W. Lacey Blvd.. Hanford, CA 93230	

Risk Placement Services, Inc.

255 Great Valley Parkway, Suite 200
Malvern, PA 19355

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- 2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

- 3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-PROFIT AND SOCIAL SERVICES GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the "Company" providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

- A) Medical Payment – Limit increased to \$20,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings increased to \$1,000 each day
- C) Legal Liability Extension – For fire, lightning, explosion, smoke, and leaks from sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised or videotaped publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Funding sources
- M) Added Blanket Additional Insured - Managers or lessors of premises
- N) Additional Insured – By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Violation of Rights of Residents Coverage (Patient's Rights)
- T) Liquor Liability Exception to Exclusion
- U) Employee Criminal Defense Costs Only Coverage - \$25,000 limit of insurance – each "criminal proceeding"

A) MEDICAL PAYMENTS

If Medical Payments Coverage (Coverage C) is not otherwise excluded from this coverage part:

- 1) The Medical Expense Limit is increased, subject to all the terms of Limits of Insurance (Section III) to \$20,000.
- 2) The requirement in the Insuring Agreement of Coverage C, that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."
- 3) Exclusion of Coverage, at your option, does not apply to your "volunteer workers" or any person or organization under your direct supervision and control.

B) SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000.
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

C) LEGAL LIABILITY EXTENSION – FIRE, LIGHTNING, EXPLOSION, SMOKE, AND LEAKS FROM SPRINKLERS

1. The last paragraph of **Section I – Coverage A – 2. Exclusions**, is deleted and replaced by the following:

Exclusions c. through n. does not apply to:

- a. damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; to premises rented to you or temporarily occupied by you with the permission of the owner.

A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

2. Paragraph 6. of **Section III – Limits of Insurance** is deleted and replaced by the following:
 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage":
 - a. resulting from fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; and
 - b. caused by a resident;

to premises, rented to you or temporarily occupied by you with the permission of the owner. Damage To Premises Rented To You Limit is the greater of:

 - a. \$1,000,000 for damages due to fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof.

D) WHO IS AN INSURED

Paragraph 2. of **Section II – Who Is An Insured** is deleted and replaced by the following:

2. Each of the following is also an insured, but only while working within the scope of their duties related to the conduct of your business;
 - a. "Employees", but only for acts within the scope of their employment by you;
 - b. "Volunteer Workers";
 - c. Independent Contractors

However, no "employees", "volunteer workers" or independent contractors are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" or independent contractors while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee", "volunteer worker" or independent contractors as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", independent contractors, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- d. Medical directors and administrators, including professional persons;
 - e. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors;
 - f. If you are a limited liability company, your members are insureds, but only with respect to their duties related to the conduct of your business;
 - g. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;
 - h. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own maintain or control while you lease or occupy these premises.
 This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 - i. Any State or Political Subdivision subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (2) The construction, erection, or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
 However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.
 - j. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;
 - k. Your members but only with respect to their liability for your activities or activities they perform on your behalf;
 - l. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;
 - m. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises,

"your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

Insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisors, inspection, or engineering services.

Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

Paragraph 3.a. of **Section II – Who Is An Insured** is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:
 - (1) Effective on the acquisition or formation date; and
 - (2) Afforded only until the end of the policy period of this Coverage Part or the next anniversary of its inception date, whichever is earlier.

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

- 1) As respects any loss reporting requirements under this policy, it is understood and agreed that knowledge of an accident or incident by an agent, servant or "employee" of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, "employee" or any other person.
- 2) Your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "Occurrence" to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED OR VIDEOTAPED PUBLICATION

- 1) The definition of "Personal and Advertising Injury" items 14. d., e., f. and g. are changed to read: "Personal and Advertising Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - d. Oral, written, televised, or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 - e. Oral, written, televised, or videotaped publication of material that violates a person's right of privacy;
 - f. Misappropriation of advertising ideas or style of doing business; or
 - g. Infringement of copyright, title, or slogan.
- 2) Exclusions b. and c. of Coverage B., Personal and Advertising Injury Liability, are changed to read:
 - b. "Personal and advertising injury" arising out of oral, written, televised, or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - c. "Personal and advertising injury" arising out of oral, written, televised, or videotaped publication of material whose first publication took place before the beginning of the policy period.

G) BODILY INJURY – MENTAL ANGUISH

The definition of "bodily injury" is changed to read:

"Bodily Injury" means:

- a. Bodily injury, sickness, or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item above) at any time.

H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

I) LIBERALIZATION

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

J) EXTENDED "PROPERTY DAMAGE"

SECTION I – Coverages, Coverage A, 2. Exclusions, a. is deleted and replaced by the following:

a. Expected or Intended Injury

"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K) PREMISES SOLD OR ABANDONED BY YOU

SECTION I – Coverages, Coverage A., 2. Exclusions, j. (2) is deleted and replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

L) ADDITIONAL INSURED – FUNDING SOURCE

Under SECTION II – Who is an Insured, the following is added:

Any person or organization with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

Under SECTION II – Who is an Insured, the following is added:

Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you in writing, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alteration, new construction, or demolition operations performed by or on behalf of that person or organization.

N) ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
 - a) currently in effect or becoming effective during the term of this policy; and

- b) executed prior to the "bodily injury," "property damage," "personal and advertising injury".
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
 - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insureds, the following additional exclusions apply:
 - a) This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.
 - b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – Limits of Insurance, paragraph 2. is deleted and replaced by the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
 - c. Damages under Coverage B.

A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V – DEFINITIONS, is amended by adding the following:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

P) BLANKET SPECIAL EVENTS

This insurance applies to "Bodily Injury," "Property Damage," and "Personal and Advertising Injury" arising out of all your special events. However, this insurance does not apply to the following

EXCLUDED EVENTS:

- a) Parades
- b) Aircraft

- c) Motorcycle runs and automobile rallies
- d) Fireworks
- e) Firearms
- f) Animals
- g) Carnivals and fairs with mechanical rides
- h) Concerts
- i) Events including contact sports
- j) Rodeos
- k) Political rallies
- l) Any event lasting more than three (3) days (including otherwise acceptable events)
- m) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Separate coverage may be available at the company's discretion for the events excluded above. Possible additional charges may apply if coverage is provided.

Q) NON-OWNED WATERCRAFT

SECTION I – Coverages. 2. Exclusions, paragraph g.(2) is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 65 feet long, and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

R) WAIVER OF SUBROGATION

We will waive our right of subrogation in the event of a loss. We must be advised, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets the underwriting criteria it will be done at no additional charge.

S) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

- 1) The following is added to Section 1 – Coverages – Coverage A, paragraph 1. Insuring Agreement:
"Bodily Injury" damages arising out of the violation of "Rights of Residents," shall be deemed an "occurrence."
- 2) As respects the coverage provided in paragraph A.1. of this endorsement, the following exclusions are added to Section I – Coverages – Coverage A-2. Exclusions:
This insurance does not apply to:
 - a) Liability arising out of the willful or intentional violation of "Rights of Residents."
 - b) Fines or penalties assessed by a court or regulatory authority.
 - c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of "residents."
- 3) As respects the violation of "Rights of Residents" Coverage, the following definition is added to Section V – Definitions:
"Rights of residents" means:
 - a. Any right granted to a resident under any state law regulating your business as a health care facility.

- b. The "Rights of Residents" as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

T. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR FUNDRAISING EVENTS

SECTION I – Coverages, Coverage A., 2. Exclusions, c. is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any fundraising events.

U. EMPLOYEE CRIMINAL DEFENSE COSTS ONLY COVERAGE

- 1. The following provision is added to the Policy:

Employee Criminal Defense Costs Only Coverage

We will pay, on your behalf, for "defense costs" incurred by your "employee" in a "criminal proceeding". We will have the right, but not the duty to defend your "employee" in such "criminal proceeding".

- 2. The most we will pay for any one "criminal proceeding" is \$25,000, regardless of the number of "employees" involved in such "criminal proceeding". The payment of "defense costs" under this Employee Criminal Defense Costs Only Coverage is in addition to and does not reduce the Limits of Insurance shown on the Declarations. However, the payment of "defense costs" under this Employee Criminal Defense Costs Only Coverage is included within and shall reduce the \$25,000 each "criminal proceeding" Limit shown in Item V) of the Schedule above and we will not pay for any further "defense costs" for a "criminal proceeding" after the \$25,000 limit has been exhausted.
- 3. The following additional Exclusions apply to this Employee Criminal Defense Costs Only Coverage:

This insurance does not apply to:

a. Coverage Provided Under Coverages A or B

Any "defense costs" for which coverage is provided under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY of this policy.

b. Damages, Fines or Penalties

Any damages, fines or penalties.

- 4. The following additional Definitions apply to this Employee Criminal Defense Costs Only Coverage:
 - a. "Criminal proceeding" means:

The prosecution of any of your "employees" commenced by the filing, with a court, or other regulatory enforcement agency, of an information, a complaint, or an indictment, and any

amendments thereto, alleging that your "employee" had, during the policy period, committed one or more crimes involving one or more incidents, acts, or events. Such incidents, acts or events must arise within the scope of your "employee's" employment by you or occur while your "employee" is performing duties related to the conduct of your business.

Any "criminal proceeding" shall be considered a single "criminal proceeding", notwithstanding the fact that the prosecution or investigation may involve multiple incidents, multiple counts or charges, and/or multiple trial and/or appellate proceedings. A subsequent or different prosecution or investigation based on the same incidents, acts, or events that provided the basis for the original prosecution or investigation shall not constitute a separate "criminal proceeding".

b. "Defense costs" means

(1) Reasonable attorney fees (including fees for the services of paralegals, law clerks and/or investigators working under the direction of said attorney); and

(2) Reasonable and necessary costs, excluding loss of income.

5. Under no circumstances will "defense costs" payable under this Employee Criminal Defense Costs Only Coverage be payable as Supplementary Payments under Coverages A or B.

All other terms and conditions of the policy remain the same.



AUTHORIZED REPRESENTATIVE

9



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Community Development Agency – Greg Gatzka/Kao Nou Yang

SUBJECT: COUNTY INITIATED NOTICE OF NON-RENEWALS OF LAND
CONSERVATION “WILLIAMSON ACT” CONTRACTS

SUMMARY:

Overview:

The Kings County Community Development Agency (Agency) has received four (4) applications to conduct a Site Plan Review Agricultural Land Division for the purpose of retaining an existing farm home. These applications create properties less than the ten (10) acres in size, and are currently restricted by Land Conservation “Williamson Act” Contracts. The Agency has also received a building permit for an undersize parcel still currently under a Land Conservation Contract. Pursuant with the direction of the Board in 2006, a Notice of Nonrenewal must be filed on any undersized parcel when a building permit is issued for a non-farm related structure on an undersized parcel, or when issuing building permits for any residence on pre-existing undersized parcels.

Recommendation:

1. Find that Notices of Non-Renewals are Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review; and
2. Authorize the Chairman to sign the Partial Non-Renewals for the following Contracts: Land Conservation Contract Numbers 502, 653, 1220, 1710 and 1782.

Fiscal Impact:

The Land Conservation “Williamson Act” Non-Renewal Contracts will remove approximately 8.74 acres of land from the County’s Land Conservation Program over the next nine years. Approval of these Non-Renewals will cause the taxes on the properties to increase incrementally up to the market value until they are no longer under contract.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

COUNTY INITIATED NOTICE OF NON-RENEWALS OF LAND CONSERVATION “WILLIAMSON ACT” CONTRACTS

October 22, 2019

Page 2 of 2

BACKGROUND:

The *California Land Conservation Act of 1965 (The Williamson Act)* Section 51222 states that “...agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land.” Also, the *California Subdivision Map Act* Section 66474.4(b)(1) states that “...land shall be conclusively presumed to be in parcels too small to sustain their agricultural use if the land is (A) less than 10 acres in size in the case of prime agricultural land, or (B) less than 40 acres in size in the case of land that is not prime agricultural land.” Section 51245 of the *California Land Conservation Act of 1965* allows either the landowner or the County, in any year, to serve a written Notice of Non-Renewal upon the other party in advance of the annual renewal date of said contract.

In 2006, the Kings County Board of Supervisors directed the Community Development Agency to initiate Non-Renewals on undersized parcels whenever a farm home retention or transfer of title to an immediate family member is approved, when a building permit is issued for a non-farm related structure on an undersized parcel, or when issuing building permits for any residence on pre-existing undersized parcels.

The proposed Non-Renewals are Categorically Exempt from environmental review pursuant to Section 15317 of the *Guidelines for the California Environmental Quality Act (CEQA Guidelines)*. Class 17 consists of the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area. The cancellation of such preserves, contracts, interests, or easements is not included and will normally be an action subject to the CEQA process. The proposed Non-Renewals are already within established Agriculture Preserves, and are being filed in order to maintain the open space character of the area. Therefore, the Non-Renewals qualify for CEQA Categorical Exemption.

In conclusion, properties fewer than ten (10) acres in size are not considered to be able to sustain a commercial farming operation, and, therefore, the Community Development Agency is initiating partial Non-Renewals of contracts on the parcels listed in the attached spreadsheet. The Non-Renewals will affect a total of approximately 8.74 acres of agricultural land within the Land Conservation Program “Williamson Act.” Please see the attached spreadsheet for the corresponding detailed list of the Non-Renewals with corresponding Assessor’s Parcel Numbers (APN), Property Owner(s) at the time of the recordation, the Agricultural Preserve Number, and the Land Conservation Contract number.

021-010-004	20242 Glendale Ave	Edward Silva	432	1710	WLM	1.5	IPM 13-14		PM 20-96 REC 10-29-2018
002-070-009	1229 7 1/2 Ave	Leticia Escoto	201	502	WLM	2.13	IPM 16-12		PM 20-97 REC 11-21-2018
002-010-025	6802 Benicia Ave	Deborah Walters	231	1782	WLM	1.5	IPM 18-01		PM 20-95 REC 10-11-18
024-170-083	19667 Jersey Ave	Julio and Lolita Mamuad	478	1220	WLM	1.73	IPM 18-13		PM 21-3 REC 5-8-2019
017-010-022	10169 16th Ave	Chelsa R Hawk	259	653	WLM	1.88			Undersize Parcel

8.74

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Com. Dev. Agency
Kings County Government Center
1400 W. Lacey Blvd, Bldg. #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 502**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 502 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and Alta Redenbaugh (OWNER), recorded March 3, 1970, as Instrument No. 3012, in Book 950, Pages 277, of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is January 1, 2028. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on October 22, 2019.

IN WITNESS WHEREOF, the Chairman of the Kings County Board of Supervisors has executed this Notice of Non-Renewal this _____ day of _____.

COUNTY OF KINGS

By _____
Joe Neves,
Chairperson of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Joe Neves, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk

Exhibit "A"

Non-Renewal of a Portion of Land Conservation Contract No. 502

Assessor's Parcel Number (s): 002-070-099 described as:

BEING A PORTION OF SECTION 16, TOWNSHIP 17 SOUTH, RANGE 22 EAST, M.D.B.& M. IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (1) OF THAT CERTAIN PARCEL MAP AS RECORDED IN BOOK 20 OF PARCEL MAPS AT PAGE 97, KINGS COUNTY RECORDS.

CONTAINS: 2.00 ACRES

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Com. Dev. Agency
Kings County Government Center
1400 W. Lacey Blvd, Bldg. #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 653**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 653 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and Johnny T. Silveira and Eva Silveira; and Maude M. Bacome. By Milton Bacome. Power of Attorney (OWNER), recorded June 10, 1970, as Instrument No. 7402, in Book 954 Pages 843, of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is January 1, 2028. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on October 22, 2019.

IN WITNESS WHEREOF, the Chairman of the Kings County Board of Supervisors has executed this Notice of Non-Renewal this _____ day of _____.

COUNTY OF KINGS

By _____
Joe Neves,
Chairperson of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Joe Neves, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk

Exhibit "A"

Non-Renewal of a Portion of Land Conservation Contract No. 653

Assessor's Parcel Number (s): 017-010-002 described as:

BEING A PORTION OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 21 EAST, M.D.B.& M. IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (1) OF THAT CERTAIN PARCEL MAP AS RECORDED IN BOOK 18 OF PARCEL MAPS AT PAGE 41, KINGS COUNTY RECORDS.

CONTAINS: 1.88 ACRES

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Com. Dev. Agency
Kings County Government Center
1400 W. Lacey Blvd, Bldg. #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 1220**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 1220 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and Gerald E. Brewster Estate by Dora A. Brewster, Executrix, (OWNER), recorded December 29, 1970, as Instrument No. 15920, in Book 963 Pages 333, of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is January 1, 2028. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on October 22, 2019.

IN WITNESS WHEREOF, the Chairman of the Kings County Board of Supervisors has executed this Notice of Non-Renewal this _____ day of _____.

COUNTY OF KINGS

By _____
Joe Neves,
Chairperson of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Joe Neves, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk

Exhibit "A"

Non-Renewal of a Portion of Land Conservation Contract No. 1220

Assessor's Parcel Number (s): 024-170-098 described as:

BEING A PORTION OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 20 EAST, M.D.B.& M. IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (1) OF THAT CERTAIN PARCEL MAP AS RECORDED IN BOOK 21 OF PARCEL MAPS AT PAGE 3, KINGS COUNTY RECORDS.

CONTAINS: 1.73 ACRES

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Com. Dev. Agency
Kings County Government Center
1400 W. Lacey Blvd, Bldg. #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 1710**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 1785 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and Edward O. Silva and Albertina T. Silva (OWNER), recorded February 15, 1977, as Instrument No. 1953, in Book 1086, Pages 376, of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is January 1, 2028. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on October 22, 2019.

IN WITNESS WHEREOF, the Chairman of the Kings County Board of Supervisors has executed this Notice of Non-Renewal this _____ day of _____.

COUNTY OF KINGS

By _____
Joe Neves,
Chairperson of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Joe Neves, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk

Exhibit "A"

Non-Renewal of a Portion of Land Conservation Contract No. 1710

Assessor's Parcel Number (s): 021-010-069 described as:

BEING A PORTION OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 20 EAST, M.D.B. & M. IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESIGNATED REMAINDER OF THAT CERTAIN PARCEL MAP AS RECORDED IN BOOK 20 OF PARCEL MAPS AT PAGE 96, KINGS COUNTY RECORDS.

CONTAINS: 1.95 ACRES

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Com. Dev. Agency
Kings County Government Center
1400 W. Lacey Blvd, Bldg. #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 1782**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 1782 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and Robert Leo Koch and Patricia Ruth Koch, (OWNER), recorded February 8, 1979, as Instrument No. 2022, in Book 1139 Pages 301, of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is January 1, 2028. Approval of said partial non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on October 22, 2019.

IN WITNESS WHEREOF, the Chairman of the Kings County Board of Supervisors has executed this Notice of Non-Renewal this _____ day of _____.

COUNTY OF KINGS

By _____
Joe Neves,
Chairperson of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Joe Neves, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk

Exhibit "A"

Non-Renewal of a Portion of Land Conservation Contract No. 1782

Assessor's Parcel Number (s): 002-010-069 described as:

BEING A PORTION OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 22 EAST, M.D.B.& M. IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL TWO (2) OF THAT CERTAIN PARCEL MAP AS RECORDED IN BOOK 20 OF PARCEL MAPS AT PAGE 95, KINGS COUNTY RECORDS.

CONTAINS: 1.50 ACRES



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Community Development Agency – Greg Gatzka/Kao Nou Yang

SUBJECT: REINSTATEMENT OF LAND CONSERVATION “WILLIAMSON ACT”
CONTRACT

SUMMARY:

Overview:

The Kings County Community Development Agency has received an application for the reinstatement of two (2) Land Conservation “Williamson Act” Contracts that will reinstate and retain a total of 72.75 acres in the program.

Recommendation:

- 1. Find that the Reinstatement of the two Land Conservation Contracts are Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review; and**
- 2. Authorize the Chairman to sign the Reinstatement for the following Contracts: Land Conservation Contract Numbers 974 and 975.**

Fiscal Impact:

The Land Conservation “Williamson Act” Contracts will be reinstated and retain approximately 72.75 acres of land from the County’s Land Conservation Program and would allow for the reduction of property taxes on said properties for a minimum of ten (10) years. It should be noted that the County will have to continue to provide the tax benefits to the landowners even if the State funding for the Open Space Subvention Act remains discontinued.

BACKGROUND:

The *California Land Conservation Act of 1965 (The Williamson Act)* Section 51222 states that “...agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

REINSTATEMENT OF LAND CONSERVATION “WILLIAMSON ACT” CONTRACT

October 22, 2019

Page 2 of 2

acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land.”

On November 23, 2010, your Board authorized the Notice of Non-renewals of Land Conservation Contract No. 974 and 975. The Non-Renewals caused the property taxes to gradually increase over the next nine (9) years of each respective contract. Pursuant to Section 51245 of the *Government Code*, a property owner may choose to seek rescission of a non-renewal and apply for a reinstatement of that contract. The property owners filed reinstatement applications with the Kings County Community Development Agency on October 1, 2019. The reinstatement of Land Conservation Contract Nos. 974 and 975, if approved, would allow for the Non-Renewals that were filed on them to be rescinded and contracts to be renewed on January 1, 2020 for a minimum of ten (10) years.

A specific listing of the Land Conservation Contract Numbers with their Assessor’s Parcel Numbers (APN) are provided below:

- Land Conservation “Williamson Act” Contract No. 974 consists a total of 39.56 acres: 014-130-093 (10.09 acres), 014-130-094 (11.02 acres) and 014-130-095 (18.45 acres).
- Land Conservation “Williamson Act” Contract No. 975 consists a total of 33.19 acres: 014-130-090 (9.88 acres), 014-130-091 (9.85 acres), 014-130-092 (9.65) and 014-130-107 (3.81)

Recording Requested By the: Kings County Board of Supervisors	
When recorded, return to the: Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd, Building #6 Hanford, CA 93230	

Space Above this line for Recorder's Use

REINSTATEMENT OF LAND CONSERVATION

CONTRACT NO. 974

THIS CONTRACT, made and entered into this _____ day of _____, 2019, by and between Michael A Dias and Germaine Dias, Trustees of the Michael A Dias and Germaine Dias First Amended Revocable Living Trust dated August 10, 2005, hereinafter referred as to the "OWNERS" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter as to the "COUNTY";

WHEREAS, the OWNER and the COUNTY are parties to Land Conservation Contract No. 974 by and between Maria C. Silveira and the COUNTY OF KINGS, recorded December 29, 1970 as Document No. 15674 in Book 962 at Page 788 of the Official Records of Kings County, California; and

WHEREAS, on about, October 1, 2010, the owners filed a Notice of Non-Renewal of said Contract by and between Michael A Dias and Germaine Dias, Trustees of the Michael A Dias and Germaine Dias First Amended Revocable Living Trust dated August 10, 2005 and the COUNTY OF KINGS, recorded December 10, 2010 as Document No. 1022088 of the Official Records of Kings County, California, which describes OWNERS real property as follows:

THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF;

WHEREAS, the OWNERS desire to rescind said the Notice of Non-Renewal, and reinstate Land Conservation Contract No. 974 to full status on the terms, covenants and conditions below along with said real property describes as follows:

LOTS 5 THROUGH 7, INCLUSIVE, OF COUNTY TRACT NO. 906, AS SHOWN ON MAP RECORDED IN VOLUME 24, PAGE 46, OF LICENSED SURVEYORS PLATS IN THE OFFICE OF THE KINGS COUNTY RECORDER, LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL GOVERNMENT TOWNSHIP PLAT THEREOF, IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF DESCRIBED IN THE FINAL ORDER OF CONDEMNATION AND WITHDRAWAL OF LIS PENDENS, RECORDED JANUARY 23, 2018 AS DOCUMENT NO. 1801039 OF OFFICIAL RECORDS OF KINGS COUNTY.

WHEREAS, the COUNTY has no objection to said rescission and reinstatement on the terms, covenants and conditions below:

NOW, THEREFORE, BE IT AGREED as follows:

1. The OWNERS hereby rescinds the Notice of Non-Renewal of Land Conservation Contract No.974, and agrees to the full reinstatement thereof upon the same terms, covenants and conditions stated therein, and as provided by the statutes pertaining thereto.
2. The COUNTY hereby consents to said rescission and reinstatement.

3. The OWNERS expressly state that to the best of OWNER'S knowledge and belief the OWNERS gained no tax, land development or other advantage between the date of the original rescission of Contract No. 974, and the date of its reinstatement, except as permitted in the Kings County Uniform Rules for Agricultural Preserves.

4. Land Conservation Contract No. 974 shall be reinstated for an initial period of ten (10) years and shall become effective on January 1, 2020.

5. All documents including the withdrawal of the Notice of Non-Renewal necessary to be executed, filed or recorded in order to reinstate said Contract No. 974 shall be executed, filed and recorded by the respective parties.

6. The OWNERS shall pay for any recording fees for this reinstatement of Land Conservation Contract No. 974.

7. The OWNERS shall defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees, from any act of omission of any kind related to this Agreement.

8. OWNERS expressly understand and agree that OWNERS have obtained or have had the opportunity to obtain legal and tax advice from an attorney or tax consultant of OWNERS choice on the legal and tax consequences of entering into this Agreement and of the rescission of the Notice of Non-Renewal and of the reinstatement of Land Conservation Contract, and enter into this Agreement freely and fully understanding the legal and tax consequences thereof.

9. The Chairperson of the Kings County Board of Supervisors shall execute this agreement on behalf of the Kings County Board of Supervisors.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

COUNTY OF KINGS:

OWNERS:

By: _____
Joe Neves
Chairperson of the Board of Supervisors

Michael A Dias, Trustee of the Michael A Dias and Germaine Dias
First Amended Revocable Living Trust dated August 10, 2005

Germaine Dias, Trustee of the Michael A Dias and Germaine Dias
First Amended Revocable Living Trust dated August 10, 2005

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared _____, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board
_____, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page

Recording Requested By the: Kings County Board of Supervisors	
When recorded, return to the: Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd, Building #6 Hanford, CA 93230	

Space Above this line for Recorder's Use

REINSTATEMENT OF LAND CONSERVATION

CONTRACT NO. 975

THIS CONTRACT, made and entered into this _____ day of _____, 2019, by and between Michael A Dias and Germaine Dias, Trustees of the Michael A Dias and Germaine Dias First Amended Revocable Living Trust dated August 10, 2005, hereinafter referred as to the "OWNERS" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter as to the "COUNTY";

WHEREAS, the OWNER and the COUNTY are parties to Land Conservation Contract No. 975 by and between John P. Silveira, Jr., and Elveira T. Silveira and the COUNTY OF KINGS, recorded December 29, 1970 as Document No. 15675 in Book 962 at Page 790 of the Official Records of Kings County, California; and

WHEREAS, on about, October 1, 2010, the owners filed a Notice of Non-Renewal of said Contract by and between Michael A Dias and Germaine Dias, Trustees of the Michael A Dias and Germaine Dias First Amended Revocable Living Trust dated August 10, 2005 and the COUNTY OF KINGS, recorded December 10, 2010 as Document No. 1022089 of the Official Records of Kings County, California, which describes OWNERS real property as follows:

THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF;

WHEREAS, the OWNERS desire to rescind said the Notice of Non-Renewal, and reinstate Land Conservation Contract No. 975 to full status on the terms, covenants and conditions below along with said real property describes as follows:

LOTS 1 THROUGH 4, INCLUSIVE, OF COUNTY TRACT NO. 906, AS SHOWN ON MAP RECORDED IN VOLUME 24, PAGE 46, OF LICENSED SURVEYORS PLATS IN THE OFFICE OF THE KINGS COUNTY RECORDER, LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL GOVERNMENT TOWNSHIP PLAT THEREOF, IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF DESCRIBED IN THE FINAL ORDER OF CONDEMNATION AND WITHDRAWAL OF LIS PENDENS, RECORDED JANUARY 23, 2018 AS DOCUMENT NO. 1801039 OF OFFICIAL RECORDS OF KINGS COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE STIPULATED JUDGEMENT IN CONDEMNATION, CASE NO. 18C-0135, FILED JUNE 17, 2019 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF KINGS.

WHEREAS, the COUNTY has no objection to said rescission and reinstatement on the terms, covenants and conditions below:

NOW, THEREFORE, BE IT AGREED as follows:

1. The OWNERS hereby rescinds the Notice of Non-Renewal of Land Conservation Contract No.975, and agrees to the full reinstatement thereof upon the same terms, covenants and conditions stated therein, and as provided by the statutes pertaining thereto.
2. The COUNTY hereby consents to said rescission and reinstatement.
3. The OWNERS expressly state that to the best of OWNER'S knowledge and belief the OWNERS gained no tax, land development or other advantage between the date of the original rescission of Contract No. 975, and the date of its reinstatement, except as permitted in the Kings County Uniform Rules for Agricultural Preserves.
4. Land Conservation Contract No. 975 shall be reinstated for an initial period of ten (10) years and shall become effective on January 1, 2020.
5. All documents including the withdrawal of the Notice of Non-Renewal necessary to be executed, filed or recorded in order to reinstate said Contract No. 975 shall be executed, filed and recorded by the respective parties.
6. The OWNERS shall pay for any recording fees for this reinstatement of Land Conservation Contract No. 975.
7. The OWNERS shall defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees, from any act of omission of any kind related to this Agreement.
8. OWNERS expressly understand and agree that OWNERS have obtained or have had the opportunity to obtain legal and tax advice from an attorney or tax consultant of OWNERS choice on the legal and tax consequences of entering into this Agreement and of the rescission of the Notice of Non-Renewal and of the reinstatement of Land Conservation Contract, and enter into this Agreement freely and fully understanding the legal and tax consequences thereof.
9. The Chairperson of the Kings County Board of Supervisors shall execute this agreement on behalf of the Kings County Board of Supervisors.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

COUNTY OF KINGS:

OWNERS:

By: _____
 Joe Neves
 Chairperson of the Board of Supervisors

 Michael A Dias, Trustee of the Michael A Dias and Germaine Dias
 First Amended Revocable Living Trust dated August 10, 2005

 Germaine Dias, Trustee of the Michael A Dias and Germaine Dias
 First Amended Revocable Living Trust dated August 10, 2005

STATE OF CALIFORNIA
 COUNTY OF KINGS

On the _____ day of _____, _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared _____, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board
 _____, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Community Development Agency – Greg Gatzka/Kao Nou Yang

SUBJECT: PARTIAL REINSTATEMENT OF FARMLAND SECURITY ZONE CONTRACT

SUMMARY:

Overview:

The Kings County Community Development Agency has received an application for the reinstatement of Farmland Security Zone Contract No. 11 that will reinstate and retain a total of 145.21 acres in the program.

Recommendation:

1. Find that the Reinstatement of the Farmland Security Zone Contract is Categorically Exempt from the California Environmental Quality Act Guidelines Section 15317 environmental review; and
2. Authorize the Chairman to sign the Reinstatement of Farmland Security Zone Contract Number 11.

Fiscal Impact:

The Farmland Security Zone Contract will reinstate and retain approximately 145.21 acres of land from the County's Land Conservation Program and would allow for the reduction of property taxes on said properties for a minimum of twenty (20) years. It should be noted that the County will have to continue to provide the tax benefits to the landowners even if the State funding for the Open Space Subvention Act remains discontinued.

BACKGROUND:

The *California Land Conservation Act of 1965 (The Williamson Act)* Section 51222 states that "...agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land."

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PARTIAL REINSTATEMENT OF FARMLAND SECURITY ZONE CONTRACT

October 22, 2019

Page 2 of 2

On November 14, 2006, your Board authorized the Partial Notice of Non-renewal of Farmland Security Zone Contract No. 11. The Partial Non-Renewal caused the property taxes to gradually increase over the next eighteen (18) years of each respective contract. Pursuant to Section 51245 of the *Government Cod*, a property owner may choose to seek rescission of a non-renewal and apply for a reinstatement of that contract. The property owners filed reinstatement applications with the Kings County Community Development Agency on October 1, 2019. The reinstatement of Farmland Security Zone Contract No. 11, if approved, would allow for the Partial Non-Renewal that was filed on the properties to be rescinded and contracts to be renewed on January 1, 2020 for a minimum of twenty (20) years.

A specific listing of the Land Conservation Contract Numbers with their Assessor's Parcel Numbers (APN) are provided below:

- Farmland Security Zone Contract No. 11 consists a total of 145.21 acres:
014-810-002 (11.55 acres), 014-810-003 (11.55 acres), 014-810-004 (11.55 acres), 014-810-005 (12.84 acres), 014-810-006 (11.35 acres), 014-810-007 (11.60 acres), 014-810-008 (11.55 acres), 014-810-009 (11.55 acres), 014-810-010 (11.55 acres), 014-810-011 (11.54 acres), 014-810-014 (3.52 acres), 014-810-016 (4.35 acres), 014-260-088 (12.12 acres) and 014-260-106 (8.58 acres)

Recording Requested By the: Kings County Board of Supervisors	
When recorded, return to the: Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd, Building #6 Hanford, CA 93230	

Space Above this line for Recorder's Use

PARTIAL REINSTATEMENT OF FARMLAND SECURITY ZONE

CONTRACT NO. 11

THIS CONTRACT, made and entered into this _____ day of _____, 2019, by and between Michael A Dias and Germaine Dias, Trustees of the Michael A Dias and Germaine Dias First Amended Revocable Living Trust dated August 10, 2005, hereinafter referred as to the "OWNERS" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter as to the "COUNTY";

WHEREAS, the OWNER and the COUNTY are parties to Farmland Security Zone Contract No. 11 by and between Louie R. and A Geraldine Silva Living Trust, Joe R. Silva Estate, Louise A. Silva, Mary R. Silva and Rose H. Silva, and the COUNTY OF KINGS, recorded March 19, 1999, as Document No. 9905959 of the Official Records of Kings County, California; and

WHEREAS, on about, September 30, 2006, the owners filed a Notice of Partial Non-Renewal of said Contract by and between Louie R. Silva, Power of Attorney for Helen M. Gates and the COUNTY OF KINGS, recorded December 19, 2006 as Document No. 0637206 of the Official Records of Kings County, California, which is describes OWNER real property as follows:

PARCEL 1:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 SOUTH RANGE 22EAST, MOUNT DIABLO BASE MERIDIAN.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS: BEGINNING AT POINT ON THE EAST LINE OF SAID SECTION, 1670.3 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 536 FEET: THENCE SOUTH PARALLEL WITH SAID EAST LINE, 975 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER: THENCE EAST ALONG SAID SOUTH LINE 536 FEET TO A POINT SAID EAST LINE; THENCE NORTH 975.2 FEET MORE OR LESS TO A POINT OF BEGINNING.

PARCEL 2:

THE WEST 44 FEET OF THE EAST 528 FEET OF THE SOUTH 990 FEET OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN.

WHEREAS, on about, September 29, 2006, the owners filed a Notice of Partial Non-Renewal of said Contract by and between Michael A Dias and Germaine Dias, Trustees of the Michael A Dias and Germaine Dias First Amended Revocable Living Trust dated August 10, 2005 and the COUNTY OF KINGS, recorded June 27, 2007 as Document No. 0716910 of the Official Records of Kings County, California, which is describes OWNERS real property as follows:

PARCEL 1:

THE PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, LYING NORTH OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 SOUTH RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, LYING NORTHWESTERLY OF THE SOUTHERN PACIFIC RAILROAD, AS SAME IS NOW LOCATED THROUGH SAID LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 89 DEGREES 3 MINUTES 10

SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER A DISTANCE OF 492.04 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES EAST A DISTANCE OF 298.01 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD; THENCE NORTH 78 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID CAST LINE A DISTANCE OF 499 FEET MORE OR LESS; THENCE 210.13 FEET, MORE OR LESS TO THE POINT OF THE BEGINNING.

PARCEL 2:

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 22 EAST. MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE NORTH 660 FEET OF THE EAST 660 FEET THEREOF.

WHEREAS, the OWNERS desire to rescind both (2) said Partial Notice of Non-Renewals, and reinstate Farmland Security Zone Contract No. 11 to full status on the terms, covenants and conditions below along with said real property describes in Exhibit "A":

WHEREAS, the COUNTY has no objection to said rescission and reinstatement on the terms, covenants and conditions below:

NOW, THEREFORE, BE IT AGREED as follows:

1. The OWNERS hereby rescinds both (2) the Partial Notice of Non-Renewals of Farmland Security Zone Contract No. 11, and agrees to the full reinstatement thereof upon the same terms, covenants and conditions stated therein, and as provided by the statutes pertaining thereto.

2. The COUNTY hereby consents to said rescission and reinstatement.

3. The OWNERS expressly state that to the best of OWNER'S knowledge and belief the OWNERS gained no tax, land development or other advantage between the date of the original rescission of Farmland Security Zone Contract No. 11, and the date of its reinstatement, except as permitted in the Kings County Uniform Rules for Agricultural Preserves.

4. Farmland Security Zone Contract No. 11 shall be reinstated for an initial period of twenty (20) years and shall become effective on January 1, 2020.

5. All documents including the withdrawal of both (2) Partial Notice of Non-Renewals necessary to be executed, filed or recorded in order to reinstate said Farmland Security Zone Contract No. 11 shall be executed, filed and recorded by the respective parties.

6. The OWNERS shall pay for any recording fees for this reinstatement of Farmland Security Zone Contract No. 11.

7. The OWNERS shall defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees, from any act of omission of any kind related to this Agreement.

8. OWNERS expressly understand and agree that OWNERS have obtained or have had the opportunity to obtain legal and tax advice from an attorney or tax consultant of OWNERS choice on the legal and tax consequences of entering into this Agreement and of the rescission of both (2) Notice of Non-Renewals and of the reinstatement of Farmland Security Zone Contract, and enter into this Agreement freely and fully understanding the legal and tax consequences thereof.

9. The Chairperson of the Kings County Board of Supervisors shall execute this agreement on behalf of the Kings County Board of Supervisors.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

COUNTY OF KINGS:

OWNERS:

By: _____
Joe Neves
Chairperson of the Board of Supervisors

Michael A Dias, Trustee of the Michael A Dias and Germaine Dias
First Amended Revocable Living Trust dated August 10, 2005

Germaine Dias, Trustee of the Michael A Dias and Germaine Dias
First Amended Revocable Living Trust dated August 10, 2005

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared _____, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

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

SUBJECT: AGREEMENT BETWEEN APEX ENERGY SOLUTIONS, LLC AND THE COUNTY FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

SUMMARY:

Overview:

An agreement for Indemnification and Reimbursement for Extraordinary Costs between Apex Energy Solutions, LLC and the County of Kings for Conditional Use Permit No. 17-08 for a solar energy facility.

Recommendation:

Authorize the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between Apex Energy Solutions, LLC and the County of Kings retroactive to September 10, 2019.

Fiscal Impact:

None. The agreement ensures all cost are borne by the applicant.

BACKGROUND:

Apex Energy Solutions, LLC has applied for a 3-megawatt photovoltaic solar energy generating facility with Conditional Use Permit (CUP) No. 17-08 submitted on August 7, 2017. The environmental document for the project is currently being processed. Authorization of the Indemnification and Reimbursement for Extraordinary Costs Agreement between Apex Energy Solutions, LLC and the County will put the financial responsibilities and liability for project related costs incurred to be covered by the project applicant.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND APEX ENERGY SOLUTIONS, LLC FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

THIS AGREEMENT is entered into on this _____ day of _____, 2019 by and between Apex Energy Solutions, LLC, a California limited liability company (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 up to a five (5) megawatt (MW) solar photovoltaic (PV) energy generating facility and battery storage system (BESS) facility located near 25th Avenue on Assessor’s Parcel Number (APN) 048-350-016-000 (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:
Manager, Project Development
Apex Energy Solutions, LLC
604 Sutter Street, Suite 250
Folsom, CA 95630

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

With a copy to Applicant's Consultant:
Thomas Holm, AICP
ECORP Consulting, Inc.
2861 Pullman Street
Santa Ana, CA 92705

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

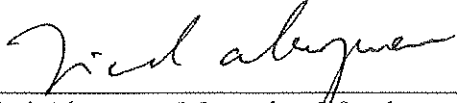
27. Time is of the Essence. Time is of the essence in this Agreement and in each covenant, term and condition herein.

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

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

APPLICANT

Date: September 10, 2019



Ziad Alaywan, Managing Member,
Apex Energy Solutions, LLC

COUNTY

Date:

_____, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM:

Date:

_____,
County Counsel

ATTEST:

Date:

CATHERINE VENTURELLA,
Clerk of the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

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

SUBJECT: AGREEMENT BETWEEN UTICA JIJ, LLC AND THE COUNTY FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

SUMMARY:

Overview:

An agreement for Indemnification and Reimbursement for Extraordinary Costs between Utica JIJ, LLC and the County of Kings for the Jackson Ranch Specific Plan project located southwest of Utica Avenue and Interstate 5.

Recommendation:

Authorize the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between Utica JIJ, LLC and the County of Kings retroactive to September 2, 2019.

Fiscal Impact:

None. The agreement ensures all cost are borne by the applicant.

BACKGROUND:

The Jackson Ranch Specific Plan project is a proposed new community application (AMD 19-01) submitted by Utica JIJ, LLC on January 7, 2019. This project proposes to amend the Kings County General Plan and establish new Zone Districts. A Notice of Preparation (NOP) for an Environmental Impact Report was issued for the project on August 29, 2019 and allowed for a 30 day comment period that ended on September 30, 2019. Authorization of the Indemnification and Reimbursement for Extraordinary Costs Agreement between Utica JIJ, LLC will ensure that the financial responsibilities and liability for project related costs incurred will be covered by project applicant.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND UTICA JLJ LLC FOR INDEMNIFICATION AND
REIMBURSEMENT FOR EXTRAORDINARY COSTS**

THIS AGREEMENT is entered into on this 2nd day of September, 2019 by and between Utica JLJ 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 requests that the County process the New Community application and General Plan Amendment and Rezoning described for the Jackson Ranch Specific Plan, General Plan Amendment No. 19-01 (hereinafter referred to as the “Project”); and

WHEREAS, the Project is a proposed change to the County’s existing land use designations, policies and regulations which requires an indemnification agreement under the County’s New Community Plan Development Procedure and 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 \$3,430.00 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 New Community Application and related General Plan Amendment and Rezoning has been approved, 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 application 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:
Utica JLJ LLC
6 Rue Chantilly
Newport Beach, CA 92660

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

With a copy to Applicant's Consultant:
Rutan & Tucker
611 Anton Blvd.
Costa Mesa, CA 92626
Attn: Pat McCalla

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

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

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

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

APPLICANT

Date:



Jon Lash
Utica JLJ LLC

COUNTY

Date:

Joe Neves, Chairman,
Kings County Board of Supervisors

APPROVED AS TO FORM:

Date:

_____,
County Counsel

ATTEST:

Date:

CATHERINE VENTURELLA,
Clerk of the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Community Development Agency – Greg Gatzka

SUBJECT: REPORT OF ACTIONS FROM THE KINGS COUNTY AGRICULTURAL
ADVISORY COMMITTEE

SUMMARY:

Overview:

This is a report of information and recommendations from the Kings County Agricultural Advisory Committee as discussed at their regular quarterly meeting held on Thursday, October 10, 2019.

Recommendation:

1. Receive staff presentation; and
2. Provide direction to staff, if desired, regarding any follow up actions from the Kings County Agricultural Advisory Committee Recommendations

Fiscal Impact:

None.

BACKGROUND:

On October 10, 2019, the Kings County Agricultural Advisory Committee held their regularly scheduled quarterly meeting, and had three items for their discussion and consideration:

ITEMS BEFORE THE AGRICULTURAL ADVISORY COMMITTEE:

1. **Update on the Draft Groundwater Sustainability Plans** – The committee heard a presentation by Julianne Phillips of County Administration about groundwater sustainability plans. The committee then discussed the timing and release of groundwater sustainability plans in Kings County, and expressed concerns over

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

REPORT OF ACTIONS FROM THE KINGS COUNTY AGRICULTURAL ADVISORY COMMITTEE

October 22, 2019

Page 2 of 2

how the County's approach to reviewing these documents may hinder the ability of Groundwater Sustainability Agencies from meeting the State deadlines for plan submittal.

The committee recommended that the Board of Supervisors continues to encourage the County's positive participation with the Groundwater Sustainability Agencies (GSA) in developing Groundwater Sustainability Plans (GSP) in order to meet the State's timelines.

Committee voted 5 in favor and 2 absent.

2. **Kings County Right To Farm Ordinance** – The committee heard a presentation by Alex Hernandez, Planner II of the Community Development Agency, over possible revisions and amendments to the Kings County Right To Farm Ordinance. The committee was informed that a review of this ordinance was necessary after concerns were brought to the County's attention of Right to Farm recordings by Title Companies were not occurring. Committee members reviewed the information and expressed that this is an item that would need more comments from groups such as the Kings County Farm Bureau, Association of Realtors, and the Title Companies who work with Kings County.

The Committee directed staff to continue working on the possible revisions and/or amendments to the Right to Farm Ordinance by collecting more information, comments and input from other interested parties prior to bringing the recommended changes to the Committee and Board of Supervisors.

Committee voted 5 in favor and 2 absent

3. **Update on Senate Bill 1 – “Preserve California” - California Environmental, Public Health, and Workers Defense Act of 2019** – The committee heard an Update on Senate Bill Number 1 (SB1) from Julianne Phillips of County Administration. It was stated and noted that Kings County had taken a position of opposition to SB1, and that Governor Newsom vetoed the Bill. The committee members then discussed how they should proceed in making future recommendations on proposed legislation to the Board when and/if it may affect the agricultural community. Since the Committee only meets on a quarterly basis, they expressed concern that the timing to provide a response to the Board may not be sufficient.

The Committee directed staff to work with the Committee Chairperson to call a special meeting if any pressing legislative issue comes up so that they can provide a timely recommendation to the Board.

Committee voted 5 in favor, 2 absent.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Administration- Rebecca Campbell/Kyria Martinez
Sheriff- David Robinson/Cassandra Bakker

SUBJECT: ACCEPTANCE OF THE EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM

SUMMARY:

Overview:

Administration and the Sheriff's Office collaborated on a State grant proposal to enhance after school programs for juveniles. The proposal also allocates funds to the Major Crimes Task Force with the overall goal of reducing gang violence and violent crimes within the County. The County has been notified of the State's approval of the grant application and award of funds.

Recommendation:

1. Accept the Edward Bryne Memorial Justice Assistance Grant from the Board of State Community Corrections; and
2. Authorize the Clerk of the Board to sign the Budget Appropriation Transfer Form. (4/5 vote required)

Fiscal Impact:

There is no impact to the County General Fund. Kings County will receive \$660,000 over the 36 month grant period, beginning October 1, 2019 and ending September 30, 2022 with no match required. The new appropriations for revenue and expenditures will be placed in budget unit 221200 – Major Crimes Task Force. The Kings County Major Crimes Task Force will receive funding for overtime hours, task force specific training, and community outreach supplies. The funding for overtime hours would allow participating agencies to keep the task force full strength and allow additional hours to be spent on investigation, suppression, operations, and other tasks. The task force will receive approximately \$166,800 per year, for three years. The following cities (City of Avenal, City of Corcoran, City of Hanford and the City of Lemoore) will receive \$10,000 per agency, per year, for three years for their PAL Program. \$39,600 will be used for an evaluation and administrative tasks related to reporting to the State required by the grant.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ACCEPTANCE OF THE EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

October 22, 2019

Page 2 of 3

Once the grant is completed funds the task force will operate under the same operational method and the cities will no longer receive these additional funds. No personnel will be hired. The funds are primarily to enhance existing local recidivism efforts in Kings County.

BACKGROUND:

The Edward Bryne Memorial Justice Assistance Grant (JAG) Program is administered by the California Board of State and Community Corrections (BSCC). The purpose of this grant is to provide funding necessary to support local initiatives with the overall goal of reducing violent crime and recidivism within a county. Eligible applicants are only California counties. Staff submitted an application on April 25, 2019 and were notified on September 12, 2019 of the award.

On April 23, 2019, your Board adopted a resolution allowing staff to submit the JAG application and authorizing the County Administrative Officer as the designee to sign the agreement, if awarded.

In order to apply for JAG funding, the Lead Agency, Administration, was required to develop a Local JAG Steering Committee, which included local stakeholders who have experience and expertise in the prospective programs and/or services to be implemented by the proposal. Administration staff coordinated the formation of a committee that has membership from the following organizations: Administration, Behavioral Health, Human Services Agency, Probation Department, Sheriff's Office, District Attorney's Office, a Public Defender's attorney, Lemoore Union High School Superintendent, Job Training Office, Kings United Way, Kings/Tulare Homeless Alliance, a faith-based member, and a family member impacted by the criminal justice system.

The Kings County Local JAG Steering Committee worked collaboratively to identify the needs of the community as they relate to the JAG priorities, which are: Prevention and Education Programming (gang initiatives, juvenile delinquency, substance abuse, and school violence) and Law Enforcement Programming (gang violence and violent crime reduction initiatives). The overall goal of the grant proposal submitted to the State was designed to reduce gang violence and violent crimes within Kings County.

The grant funds awarded to the County will fund two program initiatives as follows:

- 1.) **Police Activities League (PAL) programming.** PAL is a prevention program that provides outreach to local youth to build positive relationships between youth, law enforcement, and the community. PAL also provides youth an opportunity to grow under the sustained guidance of dedicated adults, instills youth with respect and understanding for law enforcement officers and the laws which they uphold, assist youth in developing self-esteem, and provides them with skills to stay in school. There are currently four PAL programs in the incorporated cities that are in need of additional resources. The following cities will receive funding: City of Avenal, City of Corcoran, City of Hanford and the City of Lemoore.

(Cont'd)

Agenda Item

ACCEPTANCE OF THE EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

October 22, 2019

Page 3 of 3

2.) **Major Crimes Task Force programming.** The Kings County Major Crimes Task Force (KMCTF) is a multi-jurisdictional task force with seven participating law enforcement agencies, including: Avenal Police Department (PD), Corcoran PD, Hanford PD, Lemoore PD, Kings County Probation, Kings County District Attorney's Office, and the Kings County Sheriff's Office. Their goals include, but are not limited to, reducing gun violence, gang reduction, drug enforcement, and a reduction in violent crime Countywide. Each current agency listed above pays for the salary and benefits of their task force member. Each agency will receive funding for overtime hours, task force specific training, and community outreach supplies. The funding for overtime hours would allow participating agencies to keep the task force full strength and allow additional hours to be spent on investigation, suppression, operations, and other tasks.

An administrative requirement of the program is to have at least 5% of the total grant award expended on data collection, reporting, and evaluation. Earlier this year, staff made contact with California State University Fresno (Fresno State) to see if there was an interest from the college in serving as an external evaluator. A Criminology Professor has agreed to serve as the program evaluator of the entire program and will complete the evaluation plan and reports.

The agreement term will be for the period of October 1, 2019 to September 30, 2022. County Counsel has reviewed the agreement and approved it as to form.

The agreement is on file with the Clerk of the Board.

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 606-19

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

KINGS COUNTY

2. The term of this Agreement is:

START DATE

OCTOBER 1, 2019

THROUGH END DATE

DECEMBER 31, 2022

3. The maximum amount of this Agreement is:

\$660,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	6
Exhibit E	2016, 2017, and 2018 JAG Federal Award Conditions	43
Attachment 1*	2018 JAG Request for Proposals*	*
Attachment 2	2018 JAG Application for Funding	59
Appendix A	JAG Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Entities Receiving JAG Funds	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: www.bscc.ca.gov

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

CONTRACTOR

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

KINGS COUNTY

CONTRACTOR BUSINESS ADDRESS

1400 W. Lacey Blvd.

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

REBECCA CAMPBELL

TITLE

County Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – JAG

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and **Kings County** hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (34 U.S.C. §§10151-10158) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides critical funding necessary to support state and local initiatives, to include: technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems. The JAG Program in California supports three Program Purpose Areas designated by federal statute: 1) Prevention and education programs 2) Law enforcement programs, and 3) Prosecution, courts, defense, and indigent defense.
- B. Grantee agrees to administer the project in accordance with Attachment 1: 2018 JAG Request for Proposals (by reference) and Attachment 2: 2018 JAG Application for Funding, which is attached and hereto made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Rebecca Campbell
Title: County Administrative Officer
Address: 1400 W. Lacey Blvd., Hanford CA 93230
Phone: 559-852-2375

Designated Financial Officer authorized to receive warrants:

Name: Cassandra Bakker
Title: Fiscal Analyst III
Address: 1444 W. Lacey Blvd., Hanford CA 93230
Phone: 559-852-2820
Email: Cassandra.Bakker@co.kings.ca.us

EXHIBIT A: SCOPE OF WORK

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all of the data collection and reporting requirements as described in the JAG Request for Proposal/Application.

5. PROGRESS REPORTS AND EVALUATIONS

- E. Grantee will submit quarterly progress reports, including results for the federal performance indicators, in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Progress Report Periods

Due Date

1) October 1 through December 31, 2019	January 15, 2020
2) January 1 through March 31, 2020	April 15, 2020
3) April 1 through June 30, 2020	July 15, 2020
4) July 1 through September 30, 2020	October 15, 2020
5) October 1 through December 31, 2020	January 15, 2021
6) January 1 through March 31, 2021	April 15, 2021
7) April 1 through June 30, 2021	July 15, 2021
8) July 1 through September 30, 2021	October 15, 2021
9) October 1 through December 31, 2021	January 15, 2022
10) January 1 through March 31, 2022	April 15, 2022
11) April 1 through June 30, 2022	July 15, 2022
12) July 1 through September 30, 2022	October 15, 2022

- F. The Local Evaluation Plan December 31, 2019
- G. The Local Evaluation Report December 31, 2022
- H. Grantees shall submit all other reports and data as required by the BSCC.

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.

EXHIBIT A: SCOPE OF WORK

- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law generally prohibits any person who participated on the JAG Executive Steering Committee (See Appendix A) from receiving JAG grant funds directly or indirectly (e.g., being paid by an employer receiving grant funds). However, public employees or public officers are deemed not to have a financial conflict of interest for purposes of the JAG grant and their employing agencies are eligible to apply. (See Pen. Code, § 6025.1, subd. (b).)
- B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. AUDIT

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs.

EXHIBIT A: SCOPE OF WORK

For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement.

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee **does not expend \$750,000 or more** in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

9. DATA UNIVERSAL NUMBERS SYSTEM (DUNS)

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Data Universal Numbers System (DUNS) number, used for this Grant Agreement, throughout the term of the contract. An active DUNS number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool for Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

10. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Invoicing Periods	Invoice Due Date
1) October 1 through December 31, 2019	February 15, 2020
2) January 1 through March 31, 2020	May 15, 2020
3) April 1 through June 30, 2020	August 15, 2020
4) July 1 through September 30, 2020	November 15, 2020
5) October 1 through December 31, 2020	February 15, 2021
6) January 1 through March 31, 2021	May 15, 2021
7) April 1 through June 30, 2021	August 15, 2021
8) July 1 through September 30, 2021	November 15, 2021
9) October 1 through December 31, 2021	February 15, 2022
10) January 1 through March 31, 2022	May 15, 2022
11) April 1 through June 30, 2022	August 15, 2022
12) July 1 through September 30, 2022	November 15, 2022
13) October 1, 2022 through December 31, 2020*	January 31, 2022

**Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on this last invoice.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report) and all obligated match contributions must be incurred by the end of the grant project period, September 30, 2022, and included on the invoice due November 15, 2022. Project expenditures and match dollars incurred after September 30, 2022 will not be reimbursed/eligible for contribution.
- C. The Final Local Evaluation Report is due to BSCC by December 31, 2022. Expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed for the close-out period of October 1, 2022 through December 31, 2022 and must be submitted on the last invoice, due January 31, 2022. All fiscal supporting documentation for the Final Local Evaluation Report expenditures must be submitted to the BSCC with this final invoice
- D. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

11. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California and the Federal Government on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

12. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the U.S. Department of Justice, Office of Justice Programs. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

13. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the most current version of the BSCC Grant Administration Guide, which can be found under Quick Links, here:
http://www.bscc.ca.gov/s_correctionsplanningandprograms.php

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- C. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

14. PROMPT PAYMENT CLAUSE

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

15. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of federal funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report;
 - 3) submittal and approval of any additional required reports; and
 - 4) submittal and approval of the final audit of expenditures.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

16. PROJECT BUDGET

Expending of grant funds is limited to: Year 1: no more than the amount requested for Year 1; Year 2: no more than the amount requested for Year 2 plus any carry over of unspent funds from Year 1 (use of carry over funds requires BSCC pre-approval); and Year 3: no more than the amount requested for Year 3 plus any pre-approved unspent carry over funds from Years 1 and 2.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

Year 1: Project Budget	
Line Item	Grant Funds
1. Salaries and Benefits	\$141,984
2. Services and Supplies	\$11,500
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$40,000
5. Data Collection, Reporting and Evaluation <i>Must be at least 5 percent of the total grant award or \$25,000, whichever is greater</i>	\$13,200
6. Fixed Assets/Equipment	\$0
7. Other (including training, travel, etc.)	\$13,316
TOTAL	\$220,000

Year 2: Project Budget	
Line Item	Grant Funds
1. Salaries and Benefits	\$155,484
2. Services and Supplies	\$7,500
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$40,000
5. Data Collection, Reporting and Evaluation <i>Must be at least 5 percent of the total grant award or \$25,000, whichever is greater</i>	\$7,000
6. Fixed Assets/Equipment	\$0
7. Other (including training, travel, etc.)	\$10,016
TOTAL	\$220,000

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

Year 3: Project Budget	
Line Item	Grant Funds
1. Salaries and Benefits	\$151,870
2. Services and Supplies	\$7,000
3. Professional Services	\$0
4. Non-Governmental Based (NGO) Contracts	\$40,000
5. Data Collection, Reporting and Evaluation <i>Must be at least 5 percent of the total grant award or \$25,000, whichever is greater</i>	\$13,200
6. Fixed Assets/Equipment	\$0
7. Other (<i>including training, travel, etc.</i>)	\$7,930
TOTAL	\$220,000

EXHIBIT C: GENERAL TERMS AND CONDITIONS

GTC 04/2017: GENERAL TERMS AND CONDITIONS

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

EXHIBIT C: GENERAL TERMS AND CONDITIONS

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

EXHIBIT C: GENERAL TERMS AND CONDITIONS

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

EXHIBIT C: GENERAL TERMS AND CONDITIONS

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. [PCC 10344(e).]

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: 2018 JAG Request for Proposals, and Attachment 2: 2018 JAG Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with State Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable state laws, rules and regulations, and all applicable local ordinances.
- B. Compliance with Federal Laws and Regulations
The Grantee hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines and requirements, including all JAG Federal Award Conditions applicable to the 2016, 2017, and 2018 JAG Awards. The 2016, 2017, and 2018 JAG Federal Award Conditions are included in this Grant Agreement as Exhibit E. Please note that federal award conditions are subject to change in subsequent funding years and grantees will be required to comply with any future changes to remain eligible for federal funding. The 2019 JAG Federal Award Conditions will be made available to grantees once received by the BSCC. Grantee will assure and certify compliance with all 2019 JAG Federal Award Conditions prior to expenditure of 2019 JAG funds, which the BSCC estimates will occur no earlier than January 1, 2021. If grantee does not agree to comply with the 2019 JAG Federal Award conditions, grantee will be ineligible to receive the final 1/3 of their funding under this Grant Agreement.
- C. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: 2018 JAG Request for Proposals, Attachment 2: 2018 JAG Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- D. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with providers for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.
- D. Grantee assures that for any subcontract awarded by the Grantee, such as insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records
Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the project's final audit of expenditures under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees.
 - 2) Access to Books and Records
Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the California State Auditor and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the project period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that the audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and invoices. The Grantee further agrees to the following audit requirements:

A. Federal Single Audit Act

If the Grantee expends \$750,000 or more in a year in federal funds, Grantee agrees to comply with the provisions pursuant to the Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CFR Part 200 requires non-federal entities that meet the expenditure criteria to have either a single or program-specific audit conducted for that expenditure year.

B. Interim Audit

The BSCC reserves the right to call for a program audit or a system audit at any time between the execution of this Grant Agreement and the completion or termination of the project. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

C. Annual Audit

1) Within 120 calendar days of this Grant Agreement end date, all Grantees must obtain and submit an annual program audit to the BSCC. Only Grantees expending \$750,000 or more in a year are authorized to use federal funds to pay the costs associated with performing the audit. Should the federal single audit report include this grant project, the Grantee may submit the federal single audit to satisfy the annual audit requirement. The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- 2) Since the audit function must maintain organizational independence, the Grantee's financial officer for this project shall not perform the annual audit. If the Grantee's internal auditor performs the audit, the auditor must be organizationally independent from the Grantee's accounting and project management functions. Additionally, Grantee's internal auditors who report to the financial officer, or to whom the financial officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a Grantee auditor completes the audit.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

- 1) debarred by any federal, state, or local government entities during the period of debarment; or
- 2) convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding/Grant Proposal, the JAG Year-Two Application for Funding, and the JAG Year-Three Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes, but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: 2018 JAG Request for Proposals, Attachment 2: 2018 JAG Application for Funding or approved modifications; and
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

2016 JAG Federal Award Conditions

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the following:

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at:

<http://ojp.gov/funding/UniformGuidance.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

3. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient will promptly notify, in writing, the grant manager for this OJP award.

4. All subawards ("subgrants") must have specific federal authorization

The Grantee acknowledges that the BSCC, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

5. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at:

<http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

6. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

7. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events The Grantee and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

8. Requirement for data on performance and effectiveness under the award

The Grantee must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

9. OJP Training Guiding Principles

Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

10. Effect of failure to address audit issues

The Grantee acknowledges and agrees to comply with any request related to the following: the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements on the BSCC, if (as determined by the DOJ awarding agency) the BSCC does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. The Grantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

14. Restrictions on "lobbying"

Federal funds may not be used by the Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a Grantee (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

15. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

16. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

17. Restrictions and certifications regarding non-disclosure agreements and related matters
- No Grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the Grantee--
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2) If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - a. it represents that--
 - (1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

- 18. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**
The Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
- 19. Encouragement of policies to ban text messaging while driving**
Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 20. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The Grantee acknowledges and agrees to comply with any request related to the BSCC requirements to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the Grantee understands that the BSCC must abide by reasonable deadlines set by BJA and OCFO for providing the requested documents.**
- 21. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site**

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

22. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
23. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to monitor its subrecipients' compliance with applicable federal civil rights laws. The BSCC has submitted written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov; the required elements of an MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
24. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the BSCC to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition.
25. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
26. The Grantee agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.
27. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
28. The Grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

- 29.** The Grantee agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
- 30.** Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
- 31.** The Grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the Grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Grantee agrees to contact BJA.

The Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

- 32. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
- 33. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safetyinitiative.htm>.
- 34. The Grantee agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- 35. The Grantee agrees to monitor subcontracts under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subcontract. The Grantee is responsible for oversight of subcontractor spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subcontractors. The recipient agrees to submit to the BSCC, upon request, documentation of its policies and procedures for monitoring of subcontracts under this grant.
- 36. Grantee understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

- 37.** Grantee understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>
- 38.** The Grantee understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the Grantee agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
- 39.** Grantee understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
- 40.** Grantee understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
- 41.** Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

- c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Grantee further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

42. BJA strongly encourages the Grantee to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
43. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
44. The Grantee agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
45. Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of the BSCC's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

2017 JAG Federal Award Conditions

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the following:

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from,

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide, effective December 2017"), including any updated version that may be posted during the period of performance. The DOJ Grants Financial Guide is accessible at:

https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf

4. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient will promptly notify, in writing, the grant manager for this OJP award.

5. Requirements related to System for Award Management and Unique Entity Identifiers

The Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of all obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

6. All subawards ("subgrants") must have specific federal authorization

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

7. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at

<http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)) and are incorporated by reference here.

8. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

9. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Grantee and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide, effective December 2017" accessible at: https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf.)

10. Requirement for data on performance and effectiveness under the award

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to collect and maintain data that measure the performance and effectiveness of

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

11. OJP Training Guiding Principles

Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at:

<http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

12. Effect of failure to address audit issues

The Grantee understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

13. Potential imposition of additional requirements

The Grantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination of the basis of sex in certain "education programs."

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of Federal funds by a Grantee (or subgrantee) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are incorporated by reference and are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

The Grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No Grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1) In accepting this award, the Grantee--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2) If the Grantee does or is authorized under this award to make subgrants, procurement contracts, or both--

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

a. it represents that--

- (1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subgrantee or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Cooperating with OJP Monitoring

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. FFATA reporting: Subawards and executive compensation

The Grantee acknowledges and agrees to comply with any request related the BSCC's requirement to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at: <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation) and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to—(1) an award less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

26. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice public safety community, the recipient, Grantee, and any subrecipient at any tier, must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

27. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

28. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient, Grantee (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

29. Protection of human research subjects

The recipient, Grantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

30. Confidentiality of data

The recipient, Grantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient and Grantee further agree, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

31. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

32. Required attendance at BJA-sponsored events

The recipient, Grantee (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

34. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient, Grantee (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient and Grantee understand that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, Grantee, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient and Grantee understand and agree that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

directed by BJA. The recipient and Grantee further understand and agree to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or Grantees' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

35. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or Grantee, with respect to subaward) is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

36. Prohibition on use of award funds for match under BVP program

JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

37. Certification of body armor "mandatory wear" policies

The Grantee agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

38. Body armor - compliance with NIJ standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/bodyarmor/pages/safety-initiative.aspx>.

39. Required data on law enforcement agency training

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

40. Prohibited Expenditures List

Award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

41. Controlled expenditures - prior written approval required

Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

42. Controlled expenditures - incident reporting

If an agency uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of-- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LEEquipment-WG-Final-Report.pdf>.

43. Sale of items on Controlled Expenditure List

Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with award funds may be transferred or sold to a third party, except as described below:

- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.
- b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
- c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The recipient must notify BJA prior to the disposal of any items on the Controlled Expenditure

44. Prohibited or controlled expenditures - Effect of failure to comply

Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

45. Controlled expenditures - Standards

Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with award funds must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

46. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

47. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

48. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to monitor subrecipients' compliance with applicable federal civil rights laws and nondiscrimination provisions. The BSCC has submitted to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements.

The details of the BSCCs obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)) and are incorporated by reference here.

49. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

50. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The Grantee acknowledge and agrees to comply with any request related to the BSCC's requirement to comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of the BSCC's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

2018 JAG Federal Award Conditions

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the following:

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC).

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee acknowledges and agrees to comply with BSCC's requirement to comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition:

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that - for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

- 13.** Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

- 14.** Requirement for data on performance and effectiveness under the award

The Grantee acknowledges and agrees to comply with any request related to BSCC's requirement to collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

- 15.** OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

- 16.** Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgibin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Restrictions and certifications regarding non-disclosure agreements and related matters

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both –
 - b. It represents that –
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - c. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messages while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to cooperate with OJP monitoring of this award pursuant to OJP's guidelines,

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

29. FFATA reporting: Subawards and executive compensation

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the BSCC is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces – required training

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. "Methods of Administration" – monitoring compliance with civil rights laws and nondiscrimination provisions

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

The Grantee Acknowledges and agrees to comply with any request related to the BSCC's requirement to monitor subrecipients' compliance with applicable federal civil rights laws and nondiscrimination provisions. The BSCC has submitted to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements.

The details of the BSCC's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

42. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

43. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

44. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

45. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

46. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

47. Body armor – compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

48. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required AG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

49. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

50. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

51. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

52. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

53. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

54. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

55. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The Grantee acknowledge and agrees to comply with any request related to the BSCC's requirement to comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of the BSCC's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

56. Withholding of funds: Certification with respect to federal taxes

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until a Grant Adjustment Notice (GAN) has been issued to remove this condition.

The certification must be dated, and must indicate the full name and title of the signer, as well as the full legal name of the recipient.

57. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

58. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary

EXHIBIT E: 2016, 2017, AND 2018 JAG FEDERAL AWARD CONDITIONS

reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.

**APPENDIX A
 JAG EXECUTIVE STEERING COMMITTEE ROSTER**

	Name	Title	Organization/Agency
1	Linda Penner (Chair)	Chairperson	Board of State and Community Corrections
2	Mark Delgado	Executive Director	Los Angeles County's Countywide Criminal Justice Coordination Committee, Los Angeles County
3	Eric Durnell	Ph. D. Candidate	Social Psychology, California State University San Francisco, San Francisco County
4	David Fernandez	Senior Special Agent	California Department of Corrections and Rehabilitations, Sacramento County
5	Robin Lipetzky	Public Defender	Contra Costa County
6	Lyle Martin	Police Chief	Bakersfield Police Department, Kern County
7	Steven Meinrath	Attorney	Sacramento County
8	Debbie Paolinelli	Assistant County Administrative Officer	Fresno County
9	Jonathan Raven	Chief Deputy District Attorney	Yolo County
10	Darren Thompson	Sheriff-Coroner	San Benito County
11	Erik Upson	Police Chief	Benicia Police Department, Solano County
12	Erica Webster	Master's Candidate	Luskin School of Public Affairs, University of California Los Angeles
13	Charles White, Ph. D.	Director, Criminal Justice	Azusa Pacific University, San Diego County

**APPENDIX B
 CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING JAG FUNDS**

(Page 1 of 2)

The JAG award includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any JAG funds.

Any non-governmental organization that receives JAG grant funds (as a subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with the BSCC grantee; Non-governmental organizations entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State six months prior to the date of the fiscal agreement with the BSCC grantee.
- Be registered with the California Secretary of State’s Office, if applicable;
- Have a valid business license, if required by the applicable local jurisdiction;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), nonprofit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g. counties, cities, school districts, etc.).

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee: Kings County

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the JAG RFP. These records will be subject to all records and retention language in the Standard Agreement.

The BSCC will not disburse or reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (Blue Ink Only) X			DATE



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Kyria Martinez
Public Works - Kevin McAlister/ Dominic Tyburski

SUBJECT: PRE-APPLICATION CERTIFICATION FOR A KETTLEMAN CITY PROJECT

SUMMARY:

Overview:

A study session was presented to your Board on August 13, 2019 to discuss the Capital Improvement Program for Fiscal Year 2019-2020. During that study session, your Board gave direction to seek a loan from the United States Department of Agriculture (USDA) in order to proceed with approximately \$2 million in cost, design, and construction, for an overall proposed Kettleman City Project.

Recommendation:

Authorize the County Administrative Officer to sign the United States Department of Agriculture Community Facilities Pre-Application Certification for a Kettleman City Project.

Fiscal Impact:

For Fiscal Year 2019-2020 you Board adopted \$3 million to be used for residential Kettleman City Sidewalk and Drainage Improvements. Of the \$3 million, \$600,000 will be used to design and construct concrete curb, gutter, and sidewalk on General Petroleum Avenue, up to \$400,000 will be used to construct a retention/detention basin including Right of Way purchase. The loan will be used to design the entire remaining project (\$1.2 million) and build \$800,000 worth of curb, gutter, and sidewalk.

BACKGROUND:

Kings County has been receiving Hazardous Waste taxes since 1982-83. Kings County collects a tax of 10% on the gross receipts on hazardous waste fees that are received by the Waste Management Facility in Kettleman Hills. Historically, these funds have been use primarily for capital projects, roads, and other “one time” applications.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PRE-APPLICATION CERTIFICATION FOR A KETTLEMAN CITY PROJECT

October 22, 2019

Page 2 of 3

One notable exception to this is the historical use of these funds for Fire Department operations.

For the past four years during the County's annual budget cycle, the Board has adopted a portion of the Hazardous Waste Revenues in the amount of \$100,000 to go towards a future project in Kettleman City.

Existing drainage facilities in the Kettleman City residential district consist of oil-dirt roads built in the 1950's which surface drain into State Route 41 right of way (RW). Shoulders of the residential roadways are non-surfaced native soil, which tend to retain water and flood during moderate to heavy storm events. Concrete curb and gutter to channel storm runoff currently exists on approximately 17% of the residential roadways in Kettleman City which was recently constructed as part of a Safe Routes to School (SRTS/SR2S) grant. Subsequent to the completion of the SRTS/SR2S project, Caltrans has stipulated that no additional runoff can be placed in SR41 RW. This stipulation prevents additional curb, gutter and sidewalk construction until a suitable alternative is found for the storm runoff.

County staff proposed to mediate the issues by installing additional curb, gutter, and sidewalk to channel storm runoff into a retention/detention basin which would also be constructed with this project. The goal is to construct full build out of concrete surface drainage facilities in the Kettleman City residential district along with roadway improvements to enhance drainage. Inclusion of the basin allows for the construction of the additional surface drainage improvements while meeting the Caltrans stipulation. County staff has estimated the entire project to be approximately \$9.8 million. This project is known as the Kettleman City Sidewalk and Drainage Improvements.

At the August 13, 2019 study session, it was recommended to use the annual \$100,000 allocation of Kettleman city project monies to be used as a payment for a loan to design and construct the Kettleman City Project. Staff estimated a loan payment of \$100,000 annually, would be equivalent to fund about \$2 million worth of a project. This is under the presumption we receive \$100,000 annually from Waste Management Facility in Kettleman Hills for the next 20 years.

For Fiscal Year 2019-2020 your Board adopted \$3 million to be used for a Kettleman City Sidewalk and Drainage Improvements. Your Board approved the \$3 million to be used as follows:

	Amount	Description	Source
	\$600,000	Concrete curb and gutter General Petroleum	Kettleman City Infrastructure Account
	\$400,000	Retention/ detention basin	Road Fund
	\$1,000,000	Design of entire Project	USDA Loan
	\$1,000,000	Construction of curb, gutter and sidewalk	USDA Loan
Total:	\$3,000,000		

(Cont'd)

Agenda Item

PRE-APPLICATION CERTIFICATION FOR A KETTLEMAN CITY PROJECT

October 22, 2019

Page 3 of 3

The \$600,000 concrete curb and gutter on General Petroleum Avenue project is anticipated to begin this fiscal year. The retention/ detention basin would have to be built before or during the construction of the curb, gutter, and sidewalk.

County Administration staff and Public Works staff met with a representative from the United States Department of Agriculture in regards to the proposed Kettleman City Project. At that time the representative determined the best loan for our County would be the Community Facilities (CF) Direct Loan Program.

The Community Facilities Direct Loan Program provides affordable funding to develop essential community facilities. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community. It must carry out a function customarily provided by a local unit of government. The facility must be located in a rural area and primarily serve rural residents.

The County anticipates applying for a \$2 million loan to design the entire \$9.8 million project, but only construct \$800,000 worth of hardscape improvements. The ongoing \$100,000 money that is currently budgeted for the Kettleman City project will be used as an annual loan payment to the CF Direct Loan Program. The interest rates are set quarterly, and as of October 1, 2019 the current market rate is 3%.

County anticipates seeking additional revenues like the Community Development Block Grant program to successfully complete the entire \$9.8 million project in the future.

County Administration and Public Works will explore further financing options should the pre application not be approved by USDA.

The pre application is about a 60 day turnaround. Staff will return with a full application should the County be eligible to apply. This is only a pre-application to check the financial standing of the County and see if the County is eligible to receive funds, should we proceed with a full application.



Follow the steps in this guide to complete a pre-application package for the Community Facilities Program.

Applicable Programs: This guide is intended for applicants who want to apply for the Community Facility Direct Loan or Community Facility Direct Loan and Grant Program.

Deadlines: Pre-applications can be submitted at any time and will be processed on a first come, first served basis.

Guide Contents:

Application Process	Page 2
Pre-application Procedure	Page 3
Required Pre-application Items	Page 3
Additional Items to be submitted by Non-Profit Organizations only	Page 4
Optional Pre-application Items	Page 4
Form SF 424, Application for Federal Assistance	Attachment
Form SF 424-A, Budget Information (non-construction)	Attachment
Form SF 424-B, Assurances (non-construction)	Attachment
Form SF 424-C, Budget Information	Attachment
Form SF 424-D, Assurances	Attachment
CF Pre-application Certification	Page 5
Financial Information	Page 6
Loan Security	Page 7
Form RD 1942-54, Applicant's Feasibility Report (Narrative)	Page 8
Survey on Ensuring Equal Opportunity for Applicants	Page 10
Form AD 3030, Representations Regarding Felony Convictions...	Attachment
Form AD 3031, Assurance Regarding Felony Convictions or Tax...	Attachment
Clearinghouse List	Page 12
List of local USDA Rural Development Offices	Page 13

For more information call or visit the USDA Rural Development office near you or visit our website at: <http://www.rd.usda.gov/ca>

You can also call our USDA State Office at (530) 792-5800 for help in finding your nearest local office.

APPLICATION PROCESS

Applicants are encouraged to contact USDA Rural Development early in the project development process to discuss project financing on an informal basis. USDA Rural Development will typically conduct a site visit with the applicant to discuss the project.

USDA Rural Development advises prospective applicants against taking any actions or incurring any obligations which would either limit the range of the alternatives to be considered or have an adverse effect on the environment. USDA Rural Development is required to identify potentially significant environmental impacts on the human environment prior to approval of a loan or grant. An environmental review will be conducted by USDA Rural Development personnel to determine what environmental impacts the proposed project will have, if any.

USDA Rural Development uses a two-part application process for selecting projects to receive funding under the Community Facility Direct Loan program. First, a pre-application (See page 3, for Pre-application Contents) is used to assess the applicant's eligibility, priority to compete with similar pre-applications, and advises applicants of the availability of funds. This saves you time and money by allowing USDA Rural Development to review the proposed project and provide you with an eligibility determination at an early stage.

If the applicant's pre-application is determined eligible, an application conference is held and then the Agency will invite an application to be submitted. An application checklist will be provided at this meeting. The application will require more detailed information to be submitted. During this stage of the project, the preliminary architectural, feasibility and environmental components are heavily emphasized as they are critical to the development of the application and normally take the most time to complete.

Upon receipt of a complete application, USDA Rural Development will complete an overall review of the financial, environmental, and architectural/engineering components of the project. If the application is given further consideration by the approval official, USDA Rural Development will issue a Letter of Conditions outlining the conditions of approval that must be met prior to receiving funds. Once the applicant agrees to the conditions, funding is officially reserved for the project and a formal approval is delivered to the applicant.

Funds will be advanced once it has been determined that all of the conditions in the Letter of Conditions have been met.

PRE-APPLICATION PROCEDURE

Send the original pre-application items and one copy to the appropriate USDA Rural Development office.

Applicants must submit an original and one copy of the pre-application information required by this guide and any additional information that is requested. Send it to the USDA Rural Development office serving your area as shown on page 13. Note also that you can call in advance and get personal assistance from your local USDA Rural Development office.

REQUIRED PRE-APPLICATION ITEMS

All of the following items need to be properly completed before being submitted to USDA Rural Development:

1. Standard Form (SF) 424, Application for Federal Assistance,

NOTE in block 8(c) of SF 424, DUNS stands for "Data Universal Numbering System." It is a unique nine character number that identifies your organization. It is a tool for the Federal Government to track how Federal money is distributed. Most large organizations that receive Federal funds already have a DUNS number. If your organization does not have a DUNS number, use the following Duns & Bradstreet (D&B) online registration website to receive one free of charge. <http://fedgov.dnb.com/webform/displayHomePage.do>

NOTE in block 11 of SF 424, insert Catalog of Federal Domestic Assistance (CFDA) number 10.766, Community Facilities Loans and Grants. This information can also be found at <https://www.cfda.gov/>

NOTE in block 19 of SF 424, [Executive Order 12372](#), "Intergovernmental Review of Federal Programs," was issued with the desire to foster the intergovernmental partnership and strengthen federalism by relying on State and local processes for the coordination and review of proposed Federal financial assistance and direct Federal development. The Order allows each State to designate an entity to perform this function.

The answer for the Community Facility Program is always yes, as that program is under review. Insert the date that the required information was provide to the State and Local Clearinghouse(s). List is on page 12.

2. SF 424-A, Budget Information (Only for Non-construction projects),
3. SF 424-B, Assurances-Non-construction Programs,
4. SF 424-C, Budget Information (Only for Construction Projects),
5. SF 424-D, Assurances-Construction Programs,
6. CF Pre-application Certification,

7. Financial Information,
8. Form RD 1942-54, Applicant's Feasibility Report (Narrative),
9. Loan Security to be offered,
10. Availability of Other Credit,
11. Evidence that the State and Local Clearinghouses have been notified. You will need to file a Notice of Intent with the State Clearinghouse and Local Clearinghouse in your area by forwarding a copy of Form SF 424. A list of Clearinghouses is on page 12,
12. Entity's three most recent fiscal year audits and current year to date financial statements, current fiscal year operating budget and next year's proposed fiscal year budget. Form RD 442-2, "Statement of Budget, Income, and Equity," may be used for next fiscal year's proposed operating budget,
13. Go to www.sam.gov and register the entity. Provide proof of registration with the CAGE number and expiration date,
14. Map showing the service area boundary, and
15. List of Board/Council Members, their terms and résumé or CV's.

ADDITIONAL ITEMS TO BE SUBMITTED ONLY BY NON-PROFIT ORGANIZATIONS

16. Survey on Ensuring Equal Opportunity for Applicants (optional),
17. Form AD 3030, Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants,
18. Form AD 3031, Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants, and
19. Copy of current By-laws (certified by Corporate Secretary), Articles of Incorporation with any amendments (with Secretary of State Reproduction Certification) and IRS Designation Letter.

OPTIONAL PRE-APPLICATION ITEMS (Only if Available)

20. California Environmental Quality Act (CEQA) information, and/or
21. Preliminary Architectural Feasibility Report (or renderings).



COMMUNITY FACILITIES PRE-APPLICATION CERTIFICATION

The undersigned certifies that:

1. The organization is aware of and in compliance with other Federal statute requirements including but not limited to:
 - a. Section 504 of the Rehabilitation Act of 1973.
 - b. Civil Rights Act of 1964.
 - c. The Americans with Disabilities Act (ADA) of 1990.
 - d. Age Discrimination Act of 1975.
2. The organization is unable to finance the proposed project from its own resources or through commercial credit at reasonable rates and terms.
3. The organization has no known relatives or close associates that are current USDA Rural Development employees.
4. Prior to USDA Rural Development approval, you will not take action (e.g., initiation of construction) or incur obligations which would limit the range of alternatives to be considered or which would have an adverse effect on the environment.

County of Kings

Name of Organization

Signature of Authorized Official

Date

FINANCIAL INFORMATION

1. Attach a copy of your most recent annual audit or financial statements, (including balance sheet and income statement).
2. Provide the following information for all existing long-term debt (bonds, notes, contracts) on the facility:

Lender: California Statewide Community Development Authority

Original Principal: \$ \$7,007,742 Original Date: 2004

Current Principal Balance: \$ \$1,870,156

Interest Rate: 6.38%- 6.58% Original Term: 20 years

Annual Payment: \$ \$ 865,000 (2019) (principal and interest)

Lender: _____

Original Principal: \$ \$6,870,000 Original Date: 2004

Current Principal Balance: \$ \$3,040,000

Interest Rate: 3.5% Original Term: 20 years

Annual Payment: \$ \$531,280 (principal and interest)

Lender: Compass Mortgage Corporation

Original Principal: \$ \$7,650,000 Original Date: March 24, 2015

Current Principal Balance: \$ \$5,775,000

Interest Rate: 3.07% Original Term: 13 years

Annual Payment: \$ \$682,291 (principal and interest)

LOAN SECURITY

Indicate the type of debt instrument that will be offered as security for the loan:

Public Bodies:

- General Obligation Bond
- Revenue Bond
- Special Assessment Bond
- Certificates of Participation (COP)

Nonprofits:

- Real Estate Mortgage
- Promissory Note
- UCC Financing Statement
- Assignment of Income
- Other

Comments: \$100,000 is annually allocated to Kettleman City from Hazardous Waste
revenues.

APPLICANT'S FEASIBILITY REPORT

1. **Existing Facility.** Briefly describe what facilities you currently have or how service is currently provided.

2. **Proposed Facility.** Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

3. **Need for the Facility.** Indicate why the proposed facility is needed.

4. **Service Area.** Indicate what area the proposed facility will serve and, if known, the population or number of families served.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM AG Box 7630, Washington, D. C. 20250; and to the Office Management and Budget, Paperwork Reduction Project (OMB No. 0575-0120), Washington, D. C. 20503. Please DO NOT RETURN this form to this address. Forward to the local USDA office only.

5. Cost Estimate.

Development and construction.....	\$ _____
Land and rights.....	_____
Legal fees.....	_____
Architect and Engineer.....	_____
Equipment.....	_____
Refinancing.....	_____
Other (describe)	_____
Total.....	_____

6. Income. List the sources and estimate the amount of expected revenue for a typical year.

7. Other Funds. List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

, which the County is in the process of completing.

Kings County has been receiving Hazardous Waste taxes since 1982-83. Kings County collects a tax of 10% on the gross receipts on hazardous waste fees that are received by the Chem Waste Facility in Kettleman Hills. Historically, these funds have been used primarily for capital projects. For the past four years during the County's annual budget cycle, the Board has collected a portion of the Hazardous Waste Revenues in the amount of \$100,000 to go towards a future project in Kettleman City.

The Kings County Board of Supervisors has recommended to use the annual \$100,000 allocation of Kettleman city project monies to be used as a payment for a loan to design and construct the Kettleman City Project. Staff estimated a loan payment of \$100,000 annually, would be equivalent to fund about \$2 million worth of a project. The County total Kettleman City Project is \$9.8 million however, Kings County is only going to seek a loan in the amount of \$2million. \$1.2 million to design the entire project and construct \$800,000 worth of hardscape improvements. County staff will seek additional revenues like the Community Development Block Grant to successfully complete the entire project in the future.

8. Operating History. If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years.

9. Signature and Title of Applicant Official	Date
----------------------------------------------	------

SURVEY ON ENSURING EQUAL OPPORTUNITY FOR APPLICANTS

OMB No. 1890-0014 EXP. 02/28/09

Purpose: The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey: If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name: County of Kings

Applicant's DUNS Number: 074675075

Federal Program: _____ **CFDA Number:** _____

1. Has the applicant ever received a grant or contract from the Federal government?

Yes No

2. Is the applicant a faith-based organization?

Yes No

3. Is the applicant a secular organization?

Yes No

4. Does the applicant have 501(c)(3) status?

Yes No

5. Is the applicant a local affiliate of a national organization?

Yes No

6. How many full-time equivalent employees does the applicant have? *(Check only one box).*

3 or Fewer 15-50
 4-5 51-100
 6-14 over 100

7. What is the size of the applicant's annual budget?

(Check only one box.)

Less Than \$150,000
 \$150,000 - \$299,999
 \$300,000 - \$499,999
 \$500,000 - \$999,999
 \$1,000,000 - \$4,999,999
 \$5,000,000 or more

Survey Instructions on Ensuring Equal Opportunity for Applicants

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1890-0014. The time required to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** The Agency Contact listed in this grant application package.



Applicants must submit a copy of the front page of Form SF 424 along with a cover letter requesting a review under Executive Order 12372 to the appropriate Clearinghouse(s) listed below:

<p>California State Clearinghouse All Counties</p> <p>Link for submissions: http://cfda.opr.ca.gov/#/</p>	<p>Merced County Association of Governments (MCAG) 369 W. 18th St. Merced, CA 95340 Phone: (209) 723-3153</p>	<p>Merced</p> <p>Fax: (209) 723-0322</p>
<p>Association of Bay Area Governments (ABAG) 375 Beale St. Ste 700, San Francisco, CA 946 Phone: (415) 820-7900</p>	<p>Alameda, Marin, Santa Clara, Solano, Sonoma, San Mateo, Contra Costa, Napa Fax: (415) 660-3500</p>	<p>Sacramento Area COG 1415 L St., Ste. 300 Sacramento, CA 95814 Phone: (916) 321-9000</p> <p>El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba Fax: (916) 321-9551</p>
<p>Association of Monterey Bay Area Governments (AMBAG) P.O. Box 2453 Seaside, CA 93955 Phone: (831) 883-3750</p>	<p>Monterey, Santa Cruz, San Benito Fax: (831) 883-3755</p>	<p>San Diego Association of governments 401 B St., Ste. 800 San Diego, CA 92101 Phone: (619) 699-1900</p> <p>San Diego</p> <p>Fax: (619) 699-1905</p>
<p>Council of Fresno County Governments 2035 Tulare St., Ste. 201 Fresno, CA 93721 Phone: (559) 233-4148</p>	<p>Fresno Fax: (559) 233-9645</p>	<p>San Joaquin County COG 555 E. Weber Ave. Stockton, CA 95202 Phone: (209) 235-0600</p> <p>San Joaquin</p> <p>Fax: (209) 235-0438</p>
<p>Kern Council of Governments 1401 19th St., Ste. 300 Bakersfield, CA 93301 Phone: (661) 861-2191</p>	<p>Kern Fax: (661) 324-8215</p>	<p>Santa Barbara County Association of Governments 260 N. San Antonio Rd., Ste. B Santa Barbara, CA 93110 Phone: (805) 961-8900</p> <p>Santa Barbara</p> <p>Fax: (805) 961-8901</p>
<p>Southern California Association of Governments (SCAG) 900 Wilshire Blvd, Ste. 1700 Los Angeles, CA 90017 Phone: (213) 236-1800</p>	<p>Imperial, Orange, Los Angeles, San Bernardino, Riverside, Ventura Fax: (213) 425-0936</p>	<p>Stanislaus Area Association of Governments (SAAG) 1111 I St. Ste. 308 Modesto, CA 95354 Phone: (209) 525-4600</p> <p>Stanislaus</p> <p>Fax: (209) 558-7833</p>
<p>Tulare County Association of Governments (TCAG) 210 N. Church St., Ste. B Visalia, CA 93291 Phone: (559) 623-0450</p>	<p>Tulare Fax: (559) 733-6720</p>	<p>Kings County Community Development Agency 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230 Phone: (559) 852-2670</p> <p>Kings</p> <p>Fax: (559) 584- 8989</p>
<p>Butte County Association of Governments 326 Huss Drive St., Ste. 150 Chico, CA 95928 Phone 530-809-4616 ext.1157 Attn: John Clark</p>	<p>Butte Fax 530-879-2444</p>	

Community Programs

About the Programs

USDA Rural Development's Community Programs help create and maintain strong, vibrant rural communities through investments in essential public services and infrastructure projects. Eligible applicants include public bodies, nonprofits and federally-recognized tribes, and population limits vary by program. For complete details on our Community Facilities or Water and Wastewater programs visit us online at www.rd.usda.gov/ca or contact one of our staff near you.

Pete Yribarren, Community Programs Director

pete.yribarren@usda.gov | (805) 863-9928

Katie Kirkland, State Office Community Programs Specialist

kaitlin.kirkland@usda.gov | (530) 792-5827

Daniel Cardona, State Office Community Programs Specialist

daniel.cardona@usda.gov | (760) 397-5949

Del Norte, Siskiyou & Trinity Counties

Kevin DeMers, Yreka

kevin.demers@usda.gov | (530) 572-3126

Lassen, Modoc, Plumas, Shasta & Tehama Counties

Mike Colbert, Alturas

mike.colbert@usda.gov | (530) 233-4137 ext.112

Humboldt, Lake, Marin, Mendocino, Napa & Sonoma Counties

Reef Atwell-Smith, Santa Rosa

reef.atwellsmith@usda.gov | (707) 536-0246

Quinn Donovan, Santa Rosa

quinn.donovan@usda.gov | (707) 536-0248

Butte, Colusa, Glenn, Sutter & Yuba Counties

Colleen Crowden, Davis

colleen.crowden@usda.gov | (530) 792-5833

El Dorado, Nevada, Placer & Sierra Counties

Michael Vukas, Davis

michael.vukas@usda.gov | (530) 792-5824

Sacramento, San Joaquin, Solano & Yolo Counties

Lantenna "Tenna" Hungate, Davis

tenna.hungate@usda.gov | (530) 792-5815

Alpine, Amador, Calaveras, Mono & Stanislaus Counties

Tonja Galentine, Modesto

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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 October 22, 2019

SUBMITTED BY: Department of Public Health – Edward Hill/Nancy Gerking

SUBJECT: AMENDING CODE SECTION 2-42 OF THE COUNTY CODE OF ORDINANCES (FIRST 5 PROGRAM)

SUMMARY:

Overview:

At its meeting on June 4, 2019, the First 5 Kings County Children and Families Commission recommended amending the County Ordinance that establishes the Commission. The recommended amendment would allow for an adjustment in the membership of the Commission due to a conflict of interest involving a current Commissioner. Additionally, the amendment addresses the difficulty of filling community-at-large seats, which vacancies create barriers to meeting the quorum or attendance requirements to conduct Commission meetings. On October 15, 2019, the Kings County Board of Supervisors waived the first reading and introduced the ordinance amendment.

Recommendation:

Waive the second reading and adopt the amendment to Article III, Chapter 2, Section 2-42 of the Kings County Code of Ordinances relating to the First 5 Kings County Children and Families Commission.

Fiscal Impact:

There is no fiscal impact with the recommended action.

BACKGROUND:

Kings County Code of Ordinances Section 2-42 provides that one of the seven Commissioners serving on the First 5 Kings County Children and Families Commission is the Kings County Superintendent of Schools, or his or her designee. However, Commissioner Todd Barlow, Kings County Superintendent of Schools, has a

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AMENDING CODE SECTION 2-42 OF THE COUNTY CODE OF ORDINANCES (FIRST 5 PROGRAM)

October 22, 2019

Page 2 of 2

conflict of interest, which prevents him from serving on the Commission. This conflict exists because the Kings County Office of Education, which is under the umbrella of the Kings County Superintendent of Schools, is also a current recipient of First 5/Proposition 10 funding, which would prevent him from voting on any action items due to having financial interest in the items.

The County Code also calls for two (2) positions to be filled by community members as set forth in Proposition 10 legislation; however, despite attempts to recruit additional commissioners, these two (2) positions remain unfilled. This reduction in Commission members will result in a five-member Commission as opposed to the current seven members. As a result, the requirements of a quorum will decrease from 4 members to 3, making it easier to form a quorum to conduct Commission business which has been an obstacle historically. This recommended amendment to the ordinance is aligned with Health & Safety Code Section 130140, which states that a county commission shall be comprised of a minimum of five (5) members.

At the Commission's June 4, 2019 meeting, the Commission voted to recommend to the Board of Supervisors that the ordinance pertaining to Commissioner membership be amended eliminating the Kings County Superintendent of Schools as a required position and reducing the community-at-large positions from two (2) to one (1).

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

ORDINANCE NO. 609.5

**AN ORDINANCE OF THE COUNTY OF KINGS AMENDING
SECTION 2-42 OF THE ORDINANCE CODE UPDATING
THE KINGS COUNTY CHILDREN AND FAMILIES FIRST COMMISSION
ORDINANCES**

The Board of Supervisors of the County of Kings does ordain as follows:

SECTION 1. That Section 2-42 of Article III of Chapter 2 of the Code of Ordinances, County of Kings, be hereby amended to read as follows:

Sec. 2-42. Children's commission composition.

The children's commission shall be comprised of the following five members:

- (1) One member of the board of supervisors as appointed by the board.
- (2) The Director of the Kings County Human Services Agency, or his or her designee.
- (3) The Kings County Health Officer, or his or her designee.
- (4) The Director of Kings County Behavioral Health Services, or his or her designee.
- (5) The one remaining members shall be appointed by the board of supervisors from the following categories: recipients of project services included in the county strategic plan; educators specializing in early childhood development; representatives of a local child care resources or referral agency or a local child care coordinating group; representatives of a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies. The original appointment of members under this subsection, and any appointment to fill a vacancy in the office of any such member, shall be subject to the provisions of the Maddy Local Appointive List Act of 1975, commencing at Government Code Section 54970.

Prior to assigning a designee to serve on the children's commission under subsections (b), (c), or (d) above, the county official responsible for making the designation shall notify the county administrative officer and the chairperson of the children's commission in writing of the proposed designation.

SECTION 2. This Ordinance shall take effect and be in force thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage, it shall be published once with the names of the members of the Board voting for or against the same in the *Hanford Sentinel*, a newspaper of general circulation published in the County of Kings.

The foregoing Ordinance was introduced at a meeting of the Board of Supervisors of the County of Kings held on _____, and adopted at a meeting held on _____ by the following vote:

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

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

WITNESS my hand and seal of said Board of Supervisors this ____ day of _____, 2019.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Department of Public Health – Edward Hill/Clarissa Ravelo

SUBJECT: OUT-OF-STATE TRAVEL

SUMMARY:

Overview:

The Department of Public Health is requesting Board approval to send one Family Resource Coordinator from the Parents as Teachers Home Visitation unit to an out-of-state training from November 10, 2019 to November 16, 2019 in San Antonio, Texas. This individual will participate in the Foundational and Model Implementation Training for the Parents as Teachers program.

Recommendation:

Authorize out-of-state travel for Family Resource Coordinator, America Blancaz, to attend the Foundational and Model Implementation Training for the Parents as Teachers program in San Antonio, Texas from November 10, 2019 to November 16, 2019.

Fiscal Impact:

No impact to the County General Fund. The California Department of Social Services CalWORKS Home Visitation Initiative (HVI) and funding from The Child Abuse Prevention, Intervention & Treatment Funding (CAPIT)/Community-Based Child Abuse Prevention (CBCAP's) Child Abuse Prevention Coordinating Council (CAPCC) will provide funding for this training. Staff estimates that travel expenses for this training will total approximately \$2,800 for registration, transportation, lodging, and meals. These expenses are included in the Agency's adopted Fiscal Year 2019-2020 Budget in Budget Unit 411100.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

OUT-OF-STATE TRAVEL

October 22, 2019

Page 2 of 2

BACKGROUND:

The Parents as Teachers program builds strong communities, thriving families, and children that are healthy, safe and ready to learn by matching parents and caregivers with trained professionals who make regular personal home visits to provide in-home parenting skills, screen children for health and/or developmental delays, provide opportunities to parents to socialize with other parents in the program, and to refer parents and/or children to appropriate services in the community during a child's earliest years in life, from prenatal through kindergarten.

The internationally-recognized evidence-based home visiting model is backed by 35 years of research-proven outcomes for children and families. Parents as Teachers currently serve nearly 200,000 families in all 50 U.S. states and will support approximately 83 families in Kings County on a weekly basis.

Prior to conducting home visits and delivering the Parents as Teachers curriculum, Home Visiting staff is required to complete the Foundational and Model Implementation Training at the beginning of their career. PAT requires Home Visitation Staff to be model-certified in order to utilize the curriculum. PAT is one of the curriculums acceptable to the CalWorks Home Visitation Program. This training is not currently being offered in California, and as a result, staff is recommending that Family Resource Coordinator, America Blanca attend the training offered within the City of San Antonio from November 10-16, 2019 as she is in need of this training.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Department of Public Health - Edward Hill/Nancy Gerking
SUBJECT: MEDICAL THERAPY UNIT CONFERENCE TEAM PHYSICIAN APPOINTMENT

SUMMARY:

Overview:

The California Children’s Services (CCS) program maintains a Medical Therapy Program (MTP), which is a coordinated program providing medically necessary physical and occupational services to medically eligible children. This team typically consists of a pediatrician, a physical therapist, and an occupational therapist with approximately 98 children enrolled in the MTP program. The pediatrician, Dr. Zorn, meets with the team monthly for scheduled assessments and evaluations to determine durable medical equipment needs and any other necessary medical services.

Recommendation:

Authorize the Public Health Director to retroactively sign the Memoranda of Understanding for the term July 1, 2019 to June 30, 2021 between Kings County and Dr. Zorn to serve as the Medical Therapy Unit Conference Team Physician.

Fiscal Impact:

No fiscal impact to the County General Fund. Dr. Zorn bills Medi-Cal directly for her services.

BACKGROUND:

CCS averaged a caseload of approximately 977 active cases of children with chronic medical conditions in the past fiscal year, with an additional 40 plus pending referrals each month. A team of three Public Health Nurses (PHN’s) along with two Children’s Medical Services Workers (CMSWs), and two Office Assistants (OAs) ensure that the medical needs relating to children’s CCS conditions are met.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MEDICAL THERAPY UNIT CONFERENCE TEAM PHYSICIAN APPOINTMENT

October 22, 2019

Page 2 of 2

In addition, the CCS program maintains a Medical Therapy Program (MTP), which provides medically necessary physical and occupational therapy services to approximately 98 medically eligible children, who are enrolled in the MTP program. The Medical Therapy Unit (MTU) is located at Shelly Baird School in Hanford, and typically consists of a pediatrician, a physical therapist, and an occupational therapist. The pediatrician, Dr. Zorn, meets with the team monthly for scheduled assessments and evaluations to determine durable medical equipment needs and any other necessary medical services for the children. The County has used Dr. Zorn's services for many years, and staff is pleased with the services she provides to our programs. Dr. Zorn is very familiar with the needs of the MTP clients, and staff recommends the County renew the contract with Dr. Zorn for another two years.

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MEDICAL THERAPY UNIT (MTU) CONFERENCE TEAM (CT) PHYSICIAN
AND
CALIFORNIA CHILDREN'S SERVICES (CCS)**

This Memorandum of Understanding (MOU) is made and entered into as of the ____ day of _____, 2019, by and between Elinor Zorn, MD, hereinafter, Medical Therapy Unit (MTU) Conference Team (CT) Physician and Kings County's California Children's Services, hereinafter CCS.

NOW, THEREFORE, BE IT AGREED, by and between MTU-CT Physician and CCS, as follows:

PURPOSE: The Medical Therapy Program provides physical therapy, occupational therapy, and Medical Therapy Conference (MTC) services to children who meet specific medical eligibility criteria. These services are provided in an outpatient clinic setting known as Medical Therapy Unit (MTU) that is located on a public school site, such as Shelly Baird School.

MTU CT PHYSICIAN SHALL:

1. Participate on the Kings CCS MTC Team located at the Shelly Baird School.
2. Be enrolled as a Medi-Cal Provider.
3. Be a licensed and certified physician.
4. Be approved and certified as a paneled CCS physician by the CCS program in accordance with the standards of the CCS program.
5. In this capacity, prescribe or review and approve the prescriptions of CCS beneficiaries for physical and occupational therapy in the MTU.
6. Follow the Scope of responsibilities as described in the statutes, regulations and policy directives that govern the CCS program as they relate to the CCS MTU-CT.
7. Serve the Kings CCS program to assure the delivery of medically necessary care to CCS MTU beneficiaries.
8. Comply with all the rules and regulations that govern the CCS program and all its licensing and certification procedures.
9. Provide a written monthly status of payments for services rendered to the Program Manager of the CCS MTU program.
10. As an independent contractor in private practice in Kings County, bill Medi-Cal for the services provided.

CCS SHALL:

1. Provide one office assistant and one physical therapist to work as part of the MTU. The supervising public health nurse will oversee individuals working with MTU.
2. Provide MTU CT Physician access to a computer for documentation of evaluations and prescriptions.

BOTH PARTIES SHALL:

1. Work together to ensure physical therapy, occupational therapy, and MTC services to children who meet specific medical eligibility criteria.

GENERAL TERMS:

1. This MOU shall remain in full force and effect for two (2) years or until otherwise terminated.
2. This MOU may be modified only by a written amendment signed by the Parties.
3. Either party shall have the right to terminate this MOU by giving the other party thirty (30) calendar days prior written notice of its intention to terminate specifying the day of termination.

MEDICAL THERAPY UNIT (MTU)
CONFERENCE TEAM (CT) PHYSICIAN

CALIFORNIA CHILDREN'S SERVICES (CCS)
KINGS COUNTY HEALTH DEPARTMENT

By: Elinor M Zorn MD
Elinor Zorn, MD
License # G49060
NPI number 1346296530

By: _____
Ed Hill, Director of Public Health Services

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Juliana F Gmur, Assistant County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 22, 2019

SUBMITTED BY: Community Development Agency – Greg Gatzka/Kao Nou Yang

SUBJECT: PUBLIC HEARING ON IMPLEMENTATION OF GOVERNMENT CODE SECTION 51244(B) RESULTING IN THE MODIFICATION OF THE CALIFORNIA LAND CONSERVATION “WILLIAMSON” ACT PROGRAM

SUMMARY:

Overview:

In July 2011, the California Legislature enacted Assembly Bill 1265 (AB 1265) which amended Section 51244 of the *California Government Code* authorizing Counties to reduce the terms of the Williamson Act and Farmland Security Zone contracts to nine (9) and eighteen (18) years respectively, resulting in a 10 percent (10%) reduction in the landowners' property tax relief. The legislation was to expire on January 1, 2016; however, the State Legislature in September 2014 amended Section 51244 to eliminate the expiration date and allowed a jurisdiction to implement the contract reductions in any year that subvention funds are not received.

Recommendation:

Hold a Public Hearing to receive public testimony regarding the Implementation of Section 51244(b), which allows for the 10% reduction in the Williamson Act and Farmland Security Zone Contract terms. If the Board adopts Implementation of Section 51244(b), the following actions are also required:

- a. Determine that the State funded less than one-half (1/2) of Kings County's actual forgone property tax revenues in the prior Fiscal Year 2018/2019; and
- b. State that landowners may choose to not participate in implementation of Section 51244(b) by serving a notice of non-renewal within 90 days of the date of notice of the opportunity to prevent the modification and re-evaluation of contracts authorized by Section 51244(b) or before February 1, 2020; and

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PUBLIC HEARING ON IMPLEMENTATION OF GOVERNMENT CODE SECTION 51244(B) RESULTING IN THE MODIFICATION OF THE CALIFORNIA LAND CONSERVATION “WILLIAMSON” ACT PROGRAM

October 22, 2019

Page 2 of 3

- c. Amend the County’s Land Conservation Act Program Procedures by extending the deadline for landowners to file notices of non-renewal for calendar year 2019 to February 1, 2020; and**
- d. Adopt a resolution authorizing implementation of Section 51244(b).**

Fiscal Impact:

If the Board chooses to implement Section 51244(b), it would allow the County to recapture a portion of foregone property tax revenue by decreasing land conservation contract terms by 10%, but allowing landowners to retain 90% of their reduced tax benefits. In addition to staff time, the cost of implementing Section 51244(b) would include expending approximately \$2,000 staff time and for the two notices sent to the approximate 1,600 landowners subject to this process.

BACKGROUND:

In 1965, the California State Legislature adopted the *California Land Conservation Act of 1965* (commonly referred to as the “Williamson Act”). This Act provided property tax relief to agricultural landowners who voluntarily agreed to devote their land to long-term commercial agricultural use (Williamson Act – Ten (10) Year Contract or a Farmland Security Zone – Twenty (20) Year Contract). The County of Kings implemented this program in late 1969, only after the State Legislature began developing legislation to reimburse Counties for the tax revenue loss that resulted from implementing the Land Conservation Act “Williamson Act” Program.

Historically, the State budget had included over \$37 million in Williamson Act subvention funding, but in the Fiscal Year 2009-2010 State budget, the Governor provided for only \$1,000 in subvention funding. This represented a \$2.5 million revenue loss to Kings County. A similar cut was proposed for Fiscal Year 2010-2011, until the California Farm Bureau Federation sponsored Assembly Bill No. 2530 (AB 2530), which was later replaced by Senate Bill No. 863 (SB 863), which provided a temporary solution to this grim situation.

SB 863 was a budget trailer bill that offered \$10 million in subventions to be allocated to counties that implemented a program to re-capture a portion of foregone tax revenue by decreasing Williamson Act and Farmland Security Zone contract terms by 10% and allowing landowners to retain 90% of their reduced tax benefits. It was designed as a temporary funding strategy to encourage counties to maintain a program that benefits family farmers and ranchers. It became effective October 19, 2010. In March of 2011, SB 863 was repealed by Senate Bill No. 80 (SB 80), thus removing the \$10 million allocated for Fiscal Year 2010-2011 subventions and repealing the reduced contract terms. AB 1265, enacted in July 2011, re-established the reduced nine (9) and eighteen (18) year term contracts and was specifically declared retroactive, applying from January 1, 2011 to January 1, 2016. In September 2014, the Legislature amended Section 51244 to remove the expiration date and allow jurisdiction’s to annually implement the reduced contract terms as necessary.

The Board has implemented the contract reductions from 2011 through 2018 which included a reduction of property tax relief benefits and related reduction of the term of the contracts to nine (9) years (for Williamson Act contracts) or eighteen (18) years (for Farmland Security Zone contracts) to be effective calendar years 2012

(Cont’d)

Agenda Item

PUBLIC HEARING ON IMPLEMENTATION OF GOVERNMENT CODE SECTION 51244(B) RESULTING IN THE MODIFICATION OF THE CALIFORNIA LAND CONSERVATION “WILLIAMSON” ACT PROGRAM

October 22, 2019

Page 3 of 3

through 2019. Should the Board elect to continue the implementation of Section 51244(b), a number of steps are required:

1. County must make a determination that the State funded less than one-half (1/2) of Kings County's actual forgone property tax revenues in the prior fiscal year (FY 2018-2019).
 - In Fiscal Year 2018-2019, the County did not receive subvention funding.
2. County must record a Notice of Intent to implement the program and include the affected parcel number(s) and current owner's names.
3. County of Kings has approximately 1,600 landowners/contract notifications that would need to be completed. County must provide timely written notice to landowners under contract regarding the initial hearing date at which the Board will consider the implementation of Section 51244(b).
 - Said notices of today's public hearing were mailed to landowners on October 4, 2019.
4. County to notify all contracted landowners of the final decision of the Board to implement or not implement Section 51244(b) combined with a statement that the landowner may prevent reduction of his/her contract term by serving a Notice of Non-Renewal to the County by February 2020.

If the implementation of Section 51244(b) is approved by the Board, the Assessor's Office will be required to make the appropriate modifications to the assessed values as of January 1, 2020, and the Assessor and the Department of Finance will be required to modify the Fiscal Year 2020-2021 tax bills to reflect the assessment changes. The Community Development Agency, the Assessor's Office, and the Clerk Recorder will process all Notices of Non-Renewals received.

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

BEFORE BOARD OF SUPERVISORS
COUNTY OF KINGS, STATE OF CALIFORNIA

* * * * *

AUTHORIZING IMPLEMENTATION OF SECTION) Resolution No. 19-_____
51244(b) MODIFYING WILLIAMSON ACT AND FARM-)
LAND SECURITY ZONE CONTRACTS TO INCLUDE)
A REDUCTION OF PROPERTY TAX RELIEF AND A)
RELATED REDUCTION OF THE TERM OF THE)
CONTRACTS TO 9/18 YEARS, RESPECTIVELY, TO)
BE EFFECTIVE CALENDAR YEAR 2020)

WHEREAS, in 2010-11 the Legislature did not fund the Williamson Act Subvention Program; and

WHEREAS, subsequently the Legislature enacted and then repealed legislation to offset a portion of the lost subvention funds; and

WHEREAS, in July 15, 2011 the Legislature enacted Assembly Bill (AB) 1265 which amended *Section 51244* of the *Government Code* authorizing counties to reduce the terms of Williamson Act and Farmland Security Zone contracts to nine (9) and eighteen (18) years respectively, resulting in a ten (10%) percent reduction in landowners' property tax relief; and

WHEREAS, the contract term reductions were declared retroactive to January 1, 2011 and in September 2014, *Section 51244* was amended to allow jurisdictions the ability to implement the contract reductions as necessary; and

WHEREAS, on October 22, 2019, the Board held a public hearing to receive any testimony regarding implementation of *Government Code Section 51244(b)*; and

WHEREAS, Notice of the October 22, 2019 hearing was mailed to all contracted landowners on (date of PHN sent to landowners).

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. For FY 2019-20, the County has made the determination that no subvention funds have been received from the State and thus implementation of *Section 51244(b)* can be authorized.

2. The Board authorizes the implementation of *Section 51244(b)* to modify the Williamson Act and Farmland Security Zone contracts to include a reduction of property tax relief benefits and related reduction of the term of the contracts to nine (9) years (for Williamson Act contracts) or eighteen (18) years (for Farmland Security Zone contracts) to be effective calendar year 2019.

3. The Board authorizes the County's Implementation Procedures for the California Land Conservation "Williamson" Act of 1965 to be amended to allow landowners to file notices of non-renewal for calendar year 2019 up to and including February 1, 2020. The following

language is proposed to be added to the implementation procedures on page 4 under subsection E.3 Non-Renewal Application Filing Period: "If the Board implements *Government Code Section 51244(b)*, then the deadline for filing a notice of non-renewal shall be extended. The extended deadline for calendar year 2019 is February 1, 2020."

4. The Board directs that notice of this decision be served upon all contracted landowners along with notice of their right to opt out by filing a notice of non-renewal up to February 1, 2020.

5. The Board directs the Assessor, Auditor, Tax Collector, Clerk Recorder and Community Development Agency Director to take all necessary steps to implement *Government Code Section 51244(b)* including but not limited to recording a notice(s) that states the affected parcel numbers and current owner's names, making the appropriate modifications to all affected properties assessed values, and modifying the FY 2020-2021 tax bills to reflect the assessment changes and supplemental fees associated with the reduced tax benefit, displayed separately on the taxpayer's annual bill.

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

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

Joe Neves, Chairperson
Board of Supervisors
County of Kings, State of California

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

Catherine Venturella, Clerk of said Board

COUNTY OF KINGS

IMPLEMENTATION PROCEDURES

for the

CALIFORNIA LAND CONSERVATION
“WILLIAMSON” ACT OF 1965

INCLUDING

FARMLAND SECURITY ZONES

AS UPDATED: October 22, 2019

ADMINISTERED BY:

KINGS COUNTY COMMUNITY DEVELOPMENT AGENCY
KINGS COUNTY GOVERNMENT CENTER, BUILDING #6
1400 W. LACEY BLVD.
HANFORD, CA 93230

(559) 852-2670

TABLE OF CONTENTS

OVERVIEW OF THE CALIFORNIA LAND CONSERVATION “WILLIAMSON” ACT OF 1965, AGRICULTURAL PRESERVE IMPLEMENTATION PROGRAM FOR KING COUNTY

TABLE OF CONTENTS	1
A. INTRODUCTION	3
B. OBJECTIVES	3
C. TERMS OF CONTRACT	3
D. ASSESSMENT INFORMATION	3
E. SPECIFIC PROGRAMS, REGULATIONS AND PROCEDURES	4
1. New Agricultural Preserves And Contract Application Filing Period	4
2. Contract Recording Deadline	4
3. Non-renewal Application Filing Period	4
4. Application Fees	4
5. Minimum Parcel Size (Area)	5
6. Use of the Land	5
7. Zone District Classification	5
F. NON-RENEWAL OR CANCELLATION	5
1. Notice of Non-renewal	5
2. Cancellation	5
3. Cancellation upon Annexation	6
G. DEVELOPMENT GUIDELINES	6
H. APPLICATION FORMS	6
I. UNIFORM RULES FOR AGRICULTURAL PRESERVES	6

APPENDICES

APPENDIX A. Uniform Rules for Agricultural Preserves in Kings County	7
APPENDIX B. APPLICATION FORMS	10
FORM 1 – Establishment or Enlargement of an Agricultural Preserve	11
FORM 2 – Establishment or Enlargement of a Farmland Security Zone	14
FORM 3 – Notice of Non-renewal or Partial Non-renewal	17
FORM 4 –Landowner’s Statement of Compliance with, and Understanding of, the Williamson Act	24

APPENDIX C. CONTRACT FORMS	27
FORM 1 – Land Conservation Contract	28
FORM 2 - FSZ Contract (without Sphere of Influence)	30
FORM 3 - FSZ Contract (with Sphere of Influence)	32
FORM 4 - Rescission and New Contract (for Lot Line Adjustments)	34
FORM 5 - Reinstatement of Land Conservation Contract	38
FORM 6 - Notice of Non-renewal	40
FORM 7 - Notice of Partial Non-renewal	41
FORM 8 – Certificate of Contract Cancellation	42
 APPENDIX D. PROCEDURES FOR NEW PRESERVE AND CONTRACT	 43
 APPENDIX E. PROCEDURES FOR NEW FARMLAND SECURITY ZONE AND CONTRACT	 45
 APPENDIX F. PROCEDURES FOR NON-RENEWAL OR PARTIAL NON-RENEWAL	 47
 APPENDIX G. PROCEDURES FOR CANCELLATION	 48
FORM – Petition for Cancellation	52
 APPENDIX H. DEVELOPMENT GUIDELINES	 53

OVERVIEW OF CALIFORNIA LAND CONSERVATION “WILLIAMSON” ACT OF 1965, AGRICULTURAL PRESERVE IMPLEMENTATION PROGRAM FOR THE KINGS COUNTY

A. INTRODUCTION:

The *California Land Conservation Act of 1965*, (commonly referred to as the “*Williamson*” Act after the author of the Act, State Senator Jon C. Williamson) was formulated by the State Legislature in order to protect agricultural, wetland, and scenic areas of the State from unnecessary or premature conversion to urban uses. In Kings County, the program is enforced through provisions of the *California Land Conservation Act of 1965* found in Section 51200 et seq of the State Government Code, and Sections 421 to 429 of the State Revenue and Taxation Code.

B. OBJECTIVES:

The *California Land Conservation Act of 1965* is explicit in its pronouncement of the State’s responsibility for protecting its agricultural industry from stagnation and recession. A major threat to agriculture in the State has resulted from:

- (1) Inharmonious or conflicting land use activities due to the population growth of the State;
- (2) Activities which disrupt the ecological balance of agricultural production; and
- (3) Property tax evaluation methods.

Essentially, these threats represent by-products of California’s rapid urbanization and population growth.

The Williamson Act was drafted to reflect the principles that “first, it is in the public interest to guarantee the future agricultural use of our best agricultural land and second, that farmers who are willing to provide the public with such a guarantee are entitled to protection from forces that might otherwise drive them out of agriculture.” The basis for preferential taxation is indeed justified since the farmer who chooses to enter the Williamson Act in fact guarantees to the people of the State the continual use of land for agricultural or open space activities. It again follows that contrary to the opinion of some, both within and outside the agricultural industry, preferential tax treatment is a valid concept since it results in the perpetuation of agriculture.

The agricultural preserve contract states that a property owner will preserve farmland in Kings County. In return, the owner receives a different method of assessment on their property which is based on its productivity not its market value. Any questions regarding assessments and taxes should be directed to the Kings County Assessor’s Office.

C. TERM OF CONTRACTS:

In general, each *Land Conservation Contract* (Williamson Act Contract) or *Farmland Security Zone Contract* provides that property in an Agricultural Preserve or Farmland Security Zone may only be used by the owner, or their successors, for the production of agricultural products for commercial purposes and those related uses established in *the Uniform Rules of the Preserves in Kings County* found in Appendix A of this Procedure Manual. In addition, the life term of a *Land Conservation Contract* cannot be less than

ten (10) years (Section 51244). *Farmland Security Zone Contracts* cannot be less than twenty (20) years (Section 51296.1(d)). Both types of contracts automatically renew for one additional year on the 1st of January of each year. The automatic renewal will continue indefinitely unless a notice of non-renewal is filed.

D. ASSESSMENT INFORMATION:

For information about the property tax assessments and potential tax savings, please contact the Kings County Assessor's Office at (559) 852-2486. The Kings County Community Development Agency – Planning Division administers the Land Conservation and Farmland Security Zone program but does not assess property.

E. SPECIFIC PROGRAMS, REGULATION AND PROCEDURES:

The following general information gives the general requirements for Agricultural Preserves in Kings County under the *California Land Conservation Act of 1965*. This information is intended for use as a guide for preparing application(s) for participation in the Program, or removing land from the program. All new territory entering into either a Williamson Act Contract or Farmland Security Zone Contract must first be located within an established Agricultural Preserve. New Agricultural Preserves can be created simultaneously with a new contract. As Agricultural Preserves are established on a contract by contract basis, not all of the eligible agricultural land within Kings County is within an Agricultural Preserve. Conversion of land from a Williamson Act Contract to a Farmland Security Zone Contract would already be in an established Agricultural Preserve for all territory previously under contract. If proposed Farmland Security Zone territory was not already under a Williamson Act Contract, a new Agricultural Preserve would be required for the non-contracted portion.

1. NEW AGRICULTURAL PRESERVE AND CONTRACT APPLICATION FILING PERIOD:

Applications for formation of a new Agricultural Preserve or expansion to an existing Preserve are only accepted between August 1st and September 30th of each year. This deadline also applies to new Williamson Act Contract and Farmland Security Zone Contract applications. Kings County may suspend any annual application period whenever the County deems that the State has failed to uphold provisions of the Open Space Subvention Act. The State's failure to make subvention payments to the County, whether temporary or permanent, is sufficient cause for the County to exercise its option to suspend the New Agricultural Preserve and Contract Application Filing Period. The County may suspend the filing period due to non-appropriation of funds by the Legislature, failure of the State to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever.

Suspension of the application period only relates to addition or expansion of Agricultural Preserves, Williamson Act Contracts and Farmland Security Zone Contracts. Suspension of the new application period does not apply to filing of a Non-Renewal or contract modifications due to lot line adjustments or land divisions.

2. CONTRACT RECORDING DEADLINE:

a. WILLIAMSON ACT CONTRACTS (10 Yr.)

Land must be within an Agricultural Preserve before a Williamson Act Contract can be executed for that land. The formation of the Agricultural Preserve and the contract can be processed simultaneously. Properly executed contracts by the property owners, ready for recording, must be received by the Community Development Agency at least one week before the last day of December each year to ensure proper recording for the contract to be effective for the next assessment period.

b. FARMLAND SECURITY ZONE AND CONTRACTS (20 Yr.):

The formation of a Farmland Security Zone (FSZ) and contract shall follow the same procedures used for Agricultural Preserves and Williamson Act Contracts. FSZ Contracts are processed in the same manner as Williamson Act Contracts, however, when converting from a Williamson Act contract to a Farmland Security Zone Contract the Williamson Act Contract will be simultaneously rescinded. Territory not previously under a Williamson Act Contract would also require the establishment of an Agricultural Preserve for the non-contracted portions.

3. NON-RENEWAL APPLICATION FILING PERIOD:

Applications for non-renewals, or partial non-renewals, are accepted at any time. However, in order for the non-renewal to become effective in time to stop the next automatic renewal, applications must be received by September 30th. Otherwise the automatic renewal will occur for one more year. If the Board adopts provisions of Assembly Bill 1265 Section 51244 (b) of the *Government Code*, then the deadline for filing a Notice of Non-renewal shall be extended 60 days from the date of the Board’s final adoption hearing. The extended deadline for calendar year 2019 is February 1, 2020.

4. APPLICATION FEES:

New or Enlarged Agricultural Preserves or Farmland Security Zones:	\$551.00
Williamson Act or Farmland Security Zone Contract Fee	\$882.00
Williamson Act or Farmland Security Zone Modification Fee	\$1,324.00
Non-renewal / Partial non-renewal:	\$ 331.00
Cancellation: Cancellation:	\$1060.20*

*An initial deposit of \$1060.20 for the cancellation application is required and includes a \$67.20 fee for the Kings County Assessor’s Office. The Community Development Agency – Planning Division portion is \$993 from which actual time and materials are charged against. Any unused portion of the deposit will be refunded. However, if Planning Division costs of the cancellation proceedings exceed the initial Planning Division deposit of \$993, the excess will be assessed and must be paid prior to recording of the notice of cancellation.

Recording Fee per document: \$13 for the first page and \$3 for each additional page.

5. MINIMUM PARCEL SIZE (AREA):

The Legislature has declared that it is in the public interest for local officials and landowners to retain agricultural lands which are subject to contracts entered into pursuant to this act in parcels large enough to sustain agricultural uses permitted under the contracts (Section 51222). For purposes of the Act and this program, agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is at least:

- (1) 10 acres in size in the case of prime agricultural land, or
- (2) 40 acres in size in the case of land which is not prime agricultural land.

The classification of the land as prime or non-prime is based on the determination of the Kings County Assessor.

Exceptions to the above minimum parcel size may be allowed pursuant to Section 66474.4(c) for certain smaller parcels that meet specific conditions related to immediate family members engaged in the farming operation and jointly managed with other parcels which meet the minimum site area requirement. However, it is the intent of the County to not place undersized parcels in either Williamson Act or Farmland Security Zone Contracts as they may be subject to “material breach” of the contract if no commercial agricultural use is conducted on the parcel. On November 7, 2006, the Kings County Board of Supervisors also directed that Non-Renewals be initiated when approving undersized parcels for farm home retentions and transfers to immediate family members. See E.8 below or contact Kings County Community Development Agency staff for details.

6. USE OF THE LAND:

The land must be in commercial agricultural use or agriculturally related uses (Section 51243(a)). The use must be one of the commercial agricultural uses or compatible uses listed in the *Uniform Rules for Agricultural Preserves in Kings County*, which is found in Appendix A of this Procedure Manual.

7. ZONE DISTRICT CLASSIFICATIONS:

The land must be in one of the Agricultural Zone Districts found in Article 4 of the *Kings County Development Code*:

- (1) Limited Agriculture - 10, (AL-10)
- (2) General Agriculture - 20, (AG-20)
- (3) General Agriculture - 40, (AG-40)
- (4) Exclusive Agriculture, (AX)

8. COUNTY INITIATED NON-RENEWAL:

The Community Development Agency will initiate a notice of non-renewal on undersized parcels (parcels that are less than ten (10) acres in size) whenever a farm home retention, or transfer of title to an immediate family member, is approved, or when a building permit is issued for a structure on an undersized parcel. In addition, the Community Development Agency will initiate a non-renewal when issuing building permits for residences on undersized parcels that were previously created. The non-renewal will cover only the portion of the contract that is within the undersized parcel.

F. NON-RENEWAL OR CANCELLATIONS:

The Williamson Act provides three mechanisms which allow withdrawal from the contract:

- 1. Notice of Non-renewal** - In order to terminate the yearly renewal of the contract, a written notice of non-renewal may be served either by the property owner or the Board of Supervisors. If served by the property owner, this notice must be filed with the Community Development Agency by September 30th if it is to take effect by the renewal date of January 1st. If the Board adopts provisions of Assembly Bill 1265 Section 51244 (b) of the *Government Code*, then the deadline for filing a Notice of Non-renewal shall be extended 60 days from the date of the Board's final adoption hearing. **The extended deadline for calendar year 2019 is February 1, 2020.** The contract then does not renew itself and begins to phase out of the Agricultural Preserve Program over a ten year period with the application year considered the first year. The property owner should be aware that the tax assessment of their property will gradually be increased over the next ten years with the property taxes increasing back to an amount equal with what would normally be assessed if the property had not been placed in Agriculture Preserve. Our Agency does not determine this assessed value, and applicants are encouraged to contact the Kings County Assessor's Office ((559) 852-2486) for more details on the potential property tax changes. (Example: WLM non-renewal is filed 9/30/2009 would expire 1/1/2019)
- 2. Cancellation** - Under the *Williamson Act* there is a procedure by which the contract may be canceled immediately before the normal 10, or 20, year expiration date. However, the Board of Supervisors may approve a cancellation of a contract only if certain findings as described in Appendix G. The *Williamson Act* establishes a detailed set of criteria which must be met before a request for cancellation of either type of contract can be approved. The findings for cancellation are very difficult to make. These criteria can be found in Sections 51280 to 51287 of the Act for Williamson Act contracts and Section 51297 for *Farmland Security Zone* contracts. (See Appendix G Form 1 for Cancellation application form and Appendix C Form 8 for the *Certificate of Contract Termination*).
- 3. Cancellation upon Annexation** – Between 1969 to 1991, State Law allowed Cities to “Protest” new Williamson Act Contracts that were located within one mile of their existing City limits at the time of contract execution. The Protest had to be upheld by the Local Agency Formation Commission (LAFCo). Valid and upheld protested contracts when annexed to a City can be canceled by the City upon annexation. When a City exercises this option to “not succeed to a contract”, a *Certificate of Contract Termination* must be recorded with LAFCo's *Certificate of Completion* for the annexation. On January 1, 1991, AB 2764, Statutes 1990, Chapter 841 went into affect and eliminated the city provision of the Williamson Act (Government Code Section 51243). For more information, please contact LAFCo of Kings County or Community Development Agency staff.

G. DEVELOPMENT GUIDELINES:

The “Development Guidelines” for issuing building permits and approving land divisions and lot line adjustments and zoning permits are found in Appendix H.

H. APPLICATION FORMS:

Application forms are found in Appendix B.

I. UNIFORM RULES FOR AGRICULTURAL PRESERVES:

The *Uniform Rules for Agricultural Preserves in Kings County* were established, pursuant to Section 51231 of the California Government Code, in 1970 (see Kings County Board of Supervisors Resolution No. 70-15). The rules have been amended by adding various uses since 1970. The current “*Uniform Rules*” are found in Appendix A-1.

Commercial solar photovoltaic system facilities that are designed primarily for the production of electrical energy for third party consumption are not compatible under the provisions of Government Code Section 51238(a)(1). For purposes of determining compatibility, a project must be determined consistent with the principles of compatibility under Section 51238.1(a). Ordinarily, a solar project will be found compatible if the applicant provides a soil reclamation plan and financial assurances, and if the economic output of agricultural operations on the contracted parcel or parcels on which the project is located will be 90-percent of pre-project output. However, on November 26, 2013, the Board of Supervisors adopted Resolution No. 13-058, recognizing that due to reduced surface water deliveries, poor groundwater quality and severe groundwater overdrafts, impaired soil conditions, and regulatory burdens, circumstances exist on agricultural preserves located within that portion of Kings County south of State Route 198, west of State Route 41, and northeast of Interstate 5 that limit the use of much of the land within that territory for agricultural activities, such that it is reasonably foreseeable that certain parcels located there that currently are used for more intensive agricultural activities will be used in the near future for less intensive uses, including dry farm seasonal grazing. Notwithstanding the present agricultural use of the land, solar farming as a concomitant use with dry farm seasonal grazing or a similar commercial agricultural activity may be deemed a compatible use within this region of the County if the applicant provides a soil reclamation plan and financial assurances, and if a finding can be made, based upon substantial evidence, and taking into account surface water availability, ground water quality and availability, and soil conditions, that the proposed concomitant commercial agricultural operation is a reasonably foreseeable use of the land.

To implement these rules and inform property owners of the potential penalties for material breaches of *Williamson Act* contracts (pursuant to Section 51250) a written warning will be included with each building permit issued for construction of one or more structures on land restricted by a *Williamson Act* or *Farmland Security Zone* contract. The warning is attached as Appendix A-2. For all zoning permit and land division approvals for projects on land restricted by *Williamson Act* or *Farmland Security Zone* contracts, a conditional of approval will be added providing the material breach warning. The language of the condition is attached in Appendix A-3.

APPENDIX A

UNIFORM RULES FOR AGRICULTURAL PRESERVES IN KINGS COUNTY

During the term of a contract, the only uses permitted upon the land shall be Commercial Agricultural Uses and Compatible Uses as follows:

A. Commercial Agricultural Uses: An agricultural use is considered “Commercial” if it meets either of the following criteria:

1. **Prime Farmland** – any parcel restricted by a Land Conservation Contract or Farmland Security Zone Contract that returns an annual gross value of not less than \$200 each year per acre of the entire site (including the farmland and any homesites and/or support areas where farm building, shops, barns, corrals, etc., are located) from the production of agricultural products, as listed in paragraphs A.3.a. through A.3.e. below.
2. **Non-Prime Farmland** – any parcel restricted by a Land Conservation Contract or Farmland Security Zone Contract that returns an annual gross value of not less than \$100 each year per acre of the entire site (including the farmland and any homesites and/or support areas where farm building, shops, barns, corrals, etc., are located) from the production of agricultural products, as listed in paragraphs A.3.a. through A.3.e. below.

In either of the above two cases, any parcel that is larger than the minimum acreage for the zone district within which it is located, that returns the equivalent annual gross value of products grown on the entire parcel that is equal to, or greater than, the annual gross value determined by multiplying the minimum acreage required in the zone district (i.e., 10 acres in AG-10, 20 acres in AG-20, and 40 acres in AG-40 and AX) by the minimum per acre annual gross crop value (\$200 for prime land, and \$100 for non-prime land) shall be considered a “Commercial Agricultural Use”. For example, a 25 acre parcel of prime land in an AG-20 zoned district would require no more than \$4,000 (20 acres X \$200 annual gross value per acre = \$4,000 annual gross value).

3. Commercial agricultural uses include:
 - a. Raising and harvesting of field crops, fruit and nut trees, vines, vegetables, horticultural specialties, and timber.
 - b. Operation of apiaries.
 - c. Grazing and feeding of sheep, goats, horses, mules, swine, bovine animals, and other similar domesticated quadrupeds.
 - d. Operation of dairies and feed lots.
 - e. Raising of poultry, rabbit, and other fur bearing animals.
 - f. Curing, processing, packaging, packing, and shipping of agricultural products produced upon the premises.
 - g. Accessory structures and incidental to a, b, c, d, e, and f above, including barns, airstrips, stables, coops tank houses, storage tanks, wind machines, windmills, silos, and other types of typical farm outbuildings.

B. Compatible Uses

1. a. One one-family residence which is incidental to a commercial agricultural or compatible use, and
 - 1) One temporary additional dwelling unit per site occupied by immediate family members who are 62 years of age or older; or
 - 2) One temporary additional dwelling unit used to care for an infirm parent, grandparent, child, grandchild, or sibling of any age for the period of time necessary to care for the infirm person. When the condition requiring the care of the infirm person no longer exists, the temporary additional dwelling unit shall be removed. A mobile home or a recreational vehicle may be used to temporarily care for an infirm parent, grandparent, child, grandchild, or sibling under this subsection, provided that a recreational vehicle may be used for such temporary additional dwelling unit only for a maximum period of sixty (60) days),and
- b. Farm employee housing which is incidental to a commercial agricultural use, and
- c. One-family residences upon parcels divided pursuant to part C hereof.
2. Accessory structures and uses incidental to B.1. above including private garages and carports, guest houses or accessory living quarters without kitchen for each residence on the site; storehouses, garden structures, green houses, recreation rooms, and hobby shops; storage of petroleum products for the use of persons residing on the site, and other types of typical residential accessory structures.
3. Home occupations incidental to B.1. above.
4. Roadside stands for the sale of agricultural produce grown on the same site.
5. Agricultural service establishments primarily engaged in performing agricultural, animal and horticultural services on a fee or contract basis including cotton gins, corn shelling, hay baling and thrashing services, contract sorting, grading, and packing of fruit and vegetables of the grower; grain storage, horticultural services such as plant nurseries, establishments engaged in performing services such as crop dusting, fruit picking, grain cleaning, land leveling, harvesting, and plowing, offices of veterinarians and animal hospitals, poultry hatcheries, fertilizer manufacturing plants and yards, including organic waste composting, commercial hunting, and the operation of game preserves.
6. Gas and oil wells, including incidental drilling and maintenance operations.
7. Irrigation and flood control facilities; public utility and public service structures including electric transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and reservoirs.
8. Quarrying and extracting of minerals including land excavation in connection with earth borrow pit operations.
9. Public and quasi-public uses of an educational type including public and parochial elementary schools, junior high schools, high schools, and colleges.
10. Public uses of administrative, public service, or cultural type including city, county, state, or federal uses such as parks, police and fire stations, sewage treatment plants, and refuse disposal sites.
11. Riding academies, including such activities as horse shows, and such riding and roping events as barrel racing, cutting, lumping, pole bending, calf roping, team roping, team penning, trail, and similar non-"rough stock" riding and roping activities; guest ranches not exceeding thirty (30) guests.
12. Agricultural produce processing facilities for the processing of food, feed, fiber and fertilizers, and other similar activities, which convert raw agricultural produce that is grown or raised on farmland to a ready-for-market condition by canning, bottling, cooking, drying, mixing, combining, cutting, crushing, packing, packaging, or some other form of processing, on land zoned either AG-20 or AG-40 subject to the approval of a conditional use permit by the Planning Commission including

any environmental review which may be required, and in compliance with the requirements found in Section 51238.1 of the California Government Code.

- C.** Division of land under contract shall be subject to the requirements of the California Land Conservation Act (Williamson Act) of 1965 (Cal. Gov't. Code, Section 51200 et. seq.), Subdivision Map Act (Cal. Gov't. Code Section 66474.4 (b)), and the Kings County Zoning Ordinance (Ordinance No. 269, as amended) (Note: *Zoning Ordinance No. 269. 69* was repealed and replaced when *Development Code No. 668* was adopted on March 3, 2015, and became effective on April 2, 2015. The *Kings County Subdivision Ordinance (Ordinance No. 599)* was repealed and replaced when *Ordinance No. 668-1-16* was adopted by the Kings County Board of Supervisors on January 21, 2016 adding Article 23 to the *Kings County Development Code* pertaining to Land Subdivisions.). In any case where the state regulations and local zoning regulations are not the same, the more restrictive regulation shall apply.
- D.** Upon execution of the contract, the landowner shall waive all claims or rights to any preexisting nonconforming property uses.
- E.** Contracts shall remain in full force and effect until the expiration of the term thereof after notice of non-renewal unless canceled in accordance with law.
- F.** Contracts may be canceled only as provided by law. Requests for cancellations shall be on forms provided by the county and shall be accompanied by a deposit as established by the Board of Supervisors in the County's Fee Ordinance (Ordinance No. 520, as amended). Time and materials cost will be tracked and any unused portion of the deposit will be refunded. Any additional cost of processing the application over the initial deposit will be billed on a time and materials basis.
- G.** All said preserves shall be disestablished, enlarged, and diminished, and all contracts shall be entered into pursuant to the provisions of the California Land Conservation Act of 1965; and all of the provisions of the said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part thereof.

APPENDIX B

APPLICATION FORMS

FORM 1 - ESTABLISHMENT OR ENLARGEMENT OF AN AGRICULTURAL PRESERVE

FORM 2 - ESTABLISHMENT OR ENLARGEMENT OF A FARMLAND SECURITY ZONE

FORM 3 - NOTICE OF NON-RENEWAL OR PARTIAL NON-RENEWAL

**FORM 4 - LANDOWNER'S STATEMENT OF COMPLIANCE WITH, AND UNDERSTANDING
OF, THE WILLIAMSON ACT**

APPLICATION FOR THE ESTABLISHMENT, OR ENLARGEMENT, OF AN

AGRICULTURAL PRESERVE

COUNTY OF KINGS, STATE OF CALIFORNIA

For Community Development Agency Use Only

Date: _____	Preserve No.: _____
Receipt No.: _____	Contract No.: _____
Received By: _____	Total Acres: _____

To the Kings County Community Development Agency;

The undersigned hereby request that the Kings County Board of Supervisors hold a public hearing for the purpose of determining whether or not an Agricultural Preserve shall be established, or enlarged, and approve the associated Land Conservation Contract, for the properties described below pursuant to the *California Land Conservation Act of 1965* (Government Code Section 51200 et seq). A Copy of the deed(s) is/are attached.

SECTION I - PROPERTY DESCRIPTION:

(Add additional sheets if necessary.)

	Assessor's Parcel No.	No. of Acres	Owners name, mailing address, and phone no.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

SECTION II - DECLARATION OF OWNERSHIP

I (We) the undersigned do certify (or declare) under penalty of perjury that I am (we are) the owner(s) of the property(ies) described in this application, and that this application, to the best of my (our) knowledge and belief, is true and correct.

Signed	Date	City and State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the title to the property is other than a single, joint or multiple ownership, please use the following space to state precisely in what manner the title to the property is recorded (i.e., partnership, corporation, trust, estate, etc.)

1. Name of partnership, corporation, etc.: _____

2. Name and title of person authorized to execute this application for the above named organization:

EXHIBIT “A”

LAND CONSERVATION CONTRACT No. _____

1. APN _____, described as:

APPLICATION FOR THE ESTABLISHMENT, OR ENLARGEMENT, OF A

FARMLAND SECURITY ZONE

COUNTY OF KINGS, STATE OF CALIFORNIA

For Community Development Agency Use Only	
Date: _____	Preserve No(s)/Yr.: _____
Receipt No.: _____	Farmland Security Zone No.: _____
Received By: _____	FSZ Contract No.: _____
	Total Acres: _____

To the Kings County Community Development Agency;

The undersigned hereby request that the Kings County Board of Supervisors hold a public hearing for the purpose of determining whether or not a Farmland Security Zone shall be established to include land currently within an Agricultural Preserve(s) and under a Land Conservation Contract(s) for the real property described below pursuant to the *California Land Conservation Act of 1965* (specifically Government Code Section 51296). I (We) also request that the Board of Supervisors approve the rescission of the existing Land Conservation Contract(s) and simultaneously place the land subject to that (those) contract(s) under a new contract designating the property as a Farmland Security Zone.

SECTION I - PROPERTY DESCRIPTION:

(Add additional sheets if necessary.)

	Assessor's Parcel No.	No. of Acres	Owner's signature, name printed, mailing address, and phone #. (Only 1 owner per application need sign)
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

SECTION II - DECLARATION OF OWNERSHIP: Signatures on this application are not required to be notarized.

I (We) the undersigned do certify (or declare) under penalty of perjury that I am (we are) the owner(s) of the property described in this application, and that this application, to the best of my (our) knowledge and belief, is true and correct..

Signed	Date	City and State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the title to the property is other than a single, joint or multiple ownership, please use the following space to state precisely in what manner the title to the property is recorded (i.e., partnership, corporation, trust, estate, etc.)

1. Name of partnership, corporation, etc.: _____

2. Name and title of person authorized to execute this application, and subsequent contracts, for the above named organization: _____

EXHIBIT “A”

FARMLAND SECURITY ZONE CONTRACT No. _____

1. APN _____, described as:

APPLICATION FOR A
NON-RENEWAL OR PARTIAL NON-RENEWAL
OF LAND CONSERVATION CONTRACT(S)

COUNTY OF KINGS
STATE OF CALIFORNIA

APPLICATION FOR NOTICE OF NON-RENEWAL OF WILLIAMSON ACT CONTRACT

For Office Use Only	
Date: _____	Preserve No.: _____ Yr. _____
Receipt No.: _____	Contract No.: _____
Received by: _____	Total Acres: _____
Partial Non-Renewal: <input type="checkbox"/>	(Contains a portion of all properties under the contract number)
Non-Renewal: <input type="checkbox"/>	(Contains all properties under the contract number)

To The Kings County Community Development Agency:

It is hereby requested that the Community Development Agency – Planning Division process this application for Notice of Non-renewal (Partial Non-renewal) for parcel(s) listed below which are in Agricultural Preserve pursuant to the *California Land Conservation Act of 1965* (Government Code Section 51200 et seq.)

SECTION I - Property Description

Assessors' Parcel No.	No. of Acres	*REQUIRED Contact Information: Name of Owner ~ Mailing Address ~ Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

SECTION II - DECLARATION OF OWNERSHIP

I (We) hereby certify (or declare) under penalty of perjury that I am (we are) the owner(s) or authorized agent(s) of the property identified herein and that this application, to the best of my (our) knowledge and belief, is true and correct.

Signed	Date	City and State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the title to the property is other than a single, joint or multiple ownership, please use the following space to state precisely in what manner the title to the property is recorded (i.e., partnership, corporation, trust, estate, etc.)

1. Name of corporation trust etc. _____

2. Name and title of person authorized to execute this application for the above named organization. _____

EXHIBIT "A"

NON-RENEWAL OF LAND CONSERVATION CONTRACT No. _____

1. APN _____, described as:

COUNTY OF KINGS
STATE OF CALIFORNIA

APPLICATION FOR NOTICE OF NON-RENEWAL OF FARMLAND SECURITY ZONE CONTRACT

For Office Use Only	
Date: _____	FSZ Zone No.: _____ Yr. _____
Receipt No.: _____	FSZ Contract No.: _____
Received by: _____	Total Acres: _____
Partial Non-Renewal: <input type="checkbox"/>	(Contains a portion of all properties under the contract number)
Non-Renewal: <input type="checkbox"/>	(Contains all properties under the contract number)

To The Kings County Community Development Agency:

It is hereby requested that the Community Development Agency process this application for Notice of Non-renewal (Partial Non-renewal) for parcels listed below which are in Farmland Security Zone, Agricultural Preserve pursuant to the *California Land Conservation Act of 1965* (Government Code Section 51200 et seq.)

SECTION I - Property Description

Assessors' Parcel No.	No. of Acres	*REQUIRED Contact Information: Name of Owner Mailing Address Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

SECTION II - DECLARATION OF OWNERSHIP

I (We) hereby certify (or declare) under penalty of perjury that I am (we are) the owner(s) or authorized agent(s) of the property identified herein and that this application, to the best of my (our) knowledge and belief, is true and correct.

Signed	Date	City and State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the title to the property is other than a single, joint or multiple ownership, please use the following space to state precisely in what manner the title to the property is recorded (i.e., partnership, corporation, trust, estate, etc.)

1. Name of corporation trust etc. _____

2. Name and title of person authorized to execute this application for the above named organization. _____

EXHIBIT "A"

NON-RENEWAL OF FARMLAND SECURITY ZONE CONTRACT No. _____

1. APN _____, described as:

LANDOWNER’S STATEMENT OF COMPLIANCE WITH, AND UNDERSTANDING OF, THE CALIFORNIA LAND CONSERVATION “WILLIAMSON” ACT OF 1965

The Kings County Community Development Agency requires that any application for a land division or a lot line adjustment, a zoning permit, or a building permit on any parcel restricted by a California Land Conservation “Williamson” Act of 1965 (Williamson Act) Contract shall be accompanied by a “Landowners Statement of Compliance with, and Understanding of, the California Land Conservation “Williamson” Act of 1965 (Landowners Statement of Compliance). Excepting there from building permits for the purposes of an agricultural well; the replacement of an existing septic system installed prior to January 1, 2004; the installation of solar equipment upon a structure; the remodeling, repairing, or making of improvements within a structure which does not increase the size of the structure; co-locating cellular communications equipment on an existing structure; or for the Compatible Uses listed in B6 through B12 of the “Uniform Rules for Agricultural Preserves in Kings County”. The “Uniform Rules for Agricultural Preserves in Kings County” states that during the term of a contract, the only uses permitted upon the land shall be Commercial Agricultural Uses and Compatible Uses. Until such time as sufficient evidence is presented to the County that the proposed land division or lot line adjustment, zoning permit, or building permit is compatible with the “Williamson” Act contract such approvals or permits cannot be issued. This document acts as a means for landowners to provide such evidence and to certify that they are in compliance with their “Williamson” Act Contract.

Permit App. #: _____, **APN:** _____ - _____ - _____,

Applicant’s Name: _____

Applicant’s Address: _____, _____, CA _____

Ag Preserve No/FSZ No: _____, **Effective Date:** _____, **Contract No:** _____,

Approx. Acres under contract: _____,

Project Address: _____, _____, CA _____.

1. Description of proposed project:

2. Describe all existing buildings on the property, including their size, location, and use (include a site plan map):

3. Describe the Commercial Agricultural Use or Compatible Use that currently exists, or is being established, on the property: **(A commercial agricultural operation is defined as an agricultural use listed in the “Uniform Rules for Agricultural Preserves in Kings County” that has a gross return of \$200 per acre of prime farmland or \$100 per acre of non-prime farmland per year for each acre of land under contract up to the minimum parcel size for the zone district in which it is located).** List number of acres under cultivation, the Assessor’s Parcel Numbers for the property, the type of crops planted on the land, and/or list the established compatible use.

4. If you are not commercially farming this parcel of land, is it a part of a larger farming operation on another parcel or parcels? NO _____ YES _____ If so, please provide the Assessor's Parcel Number(s) associated with the larger farming operation, list the number of acres under cultivation, and type of crops planted on the land.

5. Was this a home-site parcel created through a farm home retention or a transfer of title to a family member? NO _____ YES _____ If so, please provide the recording information below for the Parcel Map which created the parcel and provide the recording information pertaining to the Declaration of Intent and/or Joint Management Agreement if applicable:

Parcel Map, Book/Vol. _____ Page _____
Declaration of Intent, Book/Page or Doc No. _____ and/or
Joint Management Agreement, Book/Page or Doc No. _____

6. Explain how you intend to locate the proposed development on the property to minimize impacts and not to compromise long-term commercial agricultural operations on this or other parcels under contract.

7. What is your long-term intent for the property in order to maintain the commercial agricultural viability of the parcel?

8. We/I, the Landowner(s), make the following representations:

8.1 We/I acknowledge that the development as proposed will be conducted in such a way as to maintain the commercial agricultural viability of the parcel.

8.2 We are/I am aware of the provisions of the "Williamson" Act (beginning at Section 51200 of the California Government Code) and of the allowable uses on "Williamson" Act contracted properties as defined by Kings County's "Uniform Rules" regulating "Williamson" Act contracted properties.

8.3 We/I understand that AB1492 (Govt. Code section 51250) defines specific and substantial penalties if construction on the parcel is found by Kings County or the State of California to result in a material breach of the contract provisions. "The monetary penalty shall be 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the value of the incompatible building(s) and any related improvements on the contracted land."

8.4 We/I acknowledge that the Department of Conservation has indicated that:

"Residences not incidental to a Commercial Agricultural Use or Compatible Use are prohibited, and may trigger material breach of the contract penalties. These may include residences for family members not involved with the Commercial Agricultural Use or Compatible Use, or residences constructed on contracted parcels with no Commercial Agricultural Use or Compatible Use."

8.5 We/I acknowledge that the development as proposed will not adversely affect the on-site or adjacent farming operations, and understand that the County has a "Right To Farm" Ordinance.

- 8.6 We/I understand that it is our/my sole responsibility as the landowner to ensure that all activities, uses, and construction on this parcel are in compliance with the provisions of the “Williamson” Act and Kings County regulations, and that those activities will not result in a breach or material breach of the “Williamson” Act contract.
- 8.7 The evidence we/I have provided in this application or in an attached written statement support the following findings:
- (a) The proposed project will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in Kings County.
 - (b) The proposed project will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted land in Kings County. Uses that significantly displace agricultural operations on the subject contracted parcel or parcels may be deemed compatible if they relate directly to the production of commercial agricultural products on the subject contracted parcel or parcels or neighboring lands, including activities such as harvesting, processing, or shipping.
 - (c) The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.
 - (d) A valid Commercial Agricultural Use or Compatible Use, as listed in the “Uniform Rules for Agricultural Preserves in Kings County” currently exists, or is being established, and will be maintained for the life of the land conservation contract.

IN WITNESS WHEREOF, we/I, the Owner and Applicant hereby certify that the information set forth in this “*Landowners Statement of Compliance with, and Understanding of, the “Williamson” Act* is true and correct, and that we/I have read, understand and agree to perform the obligations under this Statement. We/I, the Owner and Applicant shall indemnify, defend and hold the Kings County Community Development Agency and Kings County, and their officers, agents and employees, harmless from and against any and all claims, damages and liabilities, including, but not limited to the cost of defending against any and all litigation including administrative proceedings and payment of attorney's fees that may arise from the permit process, any challenges to the permit, denial of the permit. The duty shall arise irrespective of whether the applicant, proponent or an opponent initiates such action.

Property Owner(s): _____
 Signature Date

Property Owner(s): _____
 Signature Date

Applicant(s): _____
 (If different from above) Signature Date

FOR OFFICIAL USE ONLY:

COMMUNITY DEVELOPMENT AGENCY ACKNOWLEDGEMENT OF LANDOWNER’S STATEMENT:
 Based on the landowner’s answers and/or evidence provided within this document, the Landowner has stated that they currently operate a Commercial Agricultural Use or a Compatible Use on this, or other land that they own and/or jointly farm and intend to continue that Commercial Agricultural Use or Compatible Use throughout the life of their “Williamson” Act Contract.

 Community Development Agency Representative’s Signature Date

APPENDIX C

CONTRACT FORMS

FORM 1 - LAND CONSERVATION CONTRACT

**FORM 2 - FARMLAND SECURITY ZONE CONTRACT outside a City Sphere of Influence
Section 51296 of the Gov. Code**

**FORM 3 - FARMLAND SECURITY ZONE CONTRACT within a City Sphere of Influence
Section 51296 of the Gov. Code**

**FORM 4 - RESCISSION AND NEW CONTRACT for a Lot Line Adjustment pursuant to Section
51257 of the Gov. Code**

FORM 5 - REINSTATEMENT OF A LAND CONSERVATION CONTRACT

FORM 6 - NOTICE OF NON-RENEWAL

FORM 7 - NOTICE OF PARTIAL NON-RENEWAL

FORM 8: - CERTIFICATE OF CONTRACT TERMINATION

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County
Community Development Agency
Kings County Government Center
1400 W. Lacey Blvd, Bldg #6
Hanford, CA 93230

Space above this line for Recorder's use.

LAND CONSERVATION CONTRACT

CONTRACT NO. _____

THIS LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS _____ day of _____, _____, by and between _____, hereinafter referred to as the "Owner" and the COUNTY OF KINGS, a political subdivision of the State of California, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the Owner owns real property in the County of Kings, State of California, hereinafter referred to as the "Subject Property," which is described in Exhibit A, and

WHEREAS, Subject Property is now devoted to agricultural uses and uses compatible thereto; and

WHEREAS, Subject Property is located in Agricultural Preserve No. _____ which was established by the Board of Supervisors of the County by Resolution No. _____; and

WHEREAS, the Owner and the County desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve California's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State to discourage the premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic and economic asset to the Owner and the County; and

WHEREAS, both the Owner and the County intend that the terms, conditions and restrictions of this contract be substantially similar to Contracts authorized by the *California Land Conservation Act of 1965*.

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

NOW, THEREFORE, IT IS AGREED as follows:

1. This Contract is made and entered into pursuant to the provisions of the *California Land Conservation Act of 1965*; and all of the provisions of said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part hereof.
2. During the term of this Contract and any renewals thereof the Subject Property shall not be used by the Owner, or his successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes, and those compatible uses which are listed in the Resolution establishing the Agricultural Preserve within which the land is located. The Board of Supervisors of the County may from time to time during the term of the Contract and any renewals thereof, by Resolution, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. However, the board of Supervisors may not during the term of the contract and any renewals thereof eliminate any of the permitted uses for the Subject Property, as set forth in said Resolution, without the prior written consent of the Owner.
3. Nothing in this Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the Subject Property.
4. There shall be no payment to the Owner by the County.
5. The term of this Contract shall be for ten (10) years, commencing on the 1st day of January, _____. Benefits of this contract shall begin at the start of the following fiscal year. The 1st day of January of each year shall be the annual renewal date of this contract.
6. Subject to the provisions of Section 7, this Contract shall be automatically renewed on the annual renewal date each year for an additional period of one (1) year unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act. No notice of renewal is required to be given or recorded by either party to effectuate the automatic renewals provided for in this paragraph.
7. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Kings County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise may be provided by law.

8. This Contract may be canceled subject to the same proceedings and with like penalties as set forth in the California Land Conservation Act of 1965 for the cancellation of Contracts.

9. Upon acquisition of title or taking of possession in any action for the condemnation of fee title to any of the subject property, or of less than a fee interest which will prevent the land from being used for any authorized uses, and upon the acquisition of such title by a public agency in lieu of condemnation, this Contract shall automatically and immediately become null and void with regard to that portion of the Subject Property, which is so condemned or acquired.

10. Any notices required to be given to the County under this Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owner shall be mailed to him at the address of subject property as it is shown on the latest adopted tax roll of Kings County.

11. This Contract shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

COUNTY OF KINGS

OWNERS

By _____

Chairman of the Board of Supervisors

**STATE OF CALIFORNIA
COUNTY OF KINGS**

On the _____ day of _____, _____, before me, _____, Clerk of the Board of Supervisors in and for said County personally appeared _____, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk

Notary Public, please attach Certificate of Acknowledgment for owners signature.

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230	

Space above this line for Recorder's use.

FARMLAND SECURITY ZONE

CONTRACT NO. _____

**INCLUDING A RESCISSION OF CONTRACT NO. _____,
AND A PARTIAL RESCISSION OF CONTRACT NO. _____**

**AND ENTERING INTO
THIS NEW CONTRACT IN ITS PLACE PURSUANT TO GOVERNMENT
CODE SECTION 51296, FARMLAND SECURITY ZONE**

THIS FARMLAND SECURITY ZONE CONTRACT, MADE AND EXECUTED THIS ___ day of _____, _____, by and between _____

hereinafter referred to as the "Owner" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the Owner owns real property in the County of Kings, State of California, hereinafter referred to as the "Subject Property," which is described in "Exhibit A", and

WHEREAS, Subject Property is located in Farmland Security Zone No. ____; established by the Board of Supervisors of the County by Resolution No. ____-____, and

WHEREAS, portions of the Subject Property have previously not been included in an agricultural preserve, but are now devoted to agricultural uses and uses compatible thereto and are now located in Agricultural Preserve No. _____, which was established by the Board of Supervisors of Kings County by Resolution No. _____; and

WHEREAS, the Subject Property has previously been included in Agricultural Preserve No. _____ under the provisions of County Resolution No. _____ and under the provisions of Land Conservation Contract No. _____, hereinafter collectively referred to as the "LCC Contract"; and

WHEREAS, pursuant to Government Code 51296 the Owner and County wishes to rescind the LCC Contract, and simultaneously place the Subject Property under new Farmland Security Zone Contract No. _____, and

WHEREAS, Subject Property will continue to be devoted to agricultural uses and uses compatible thereto; and

WHEREAS, Subject Property is located in Agricultural Preserve No. ____ which was established by the Board of Supervisors of the County by Resolution No. ____-____, and modified by the Board of Supervisors by Resolution No. ____-____; and

WHEREAS, the Owner and the County desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve California's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State to discourage the premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic and economic asset to the Owner and the County; and

WHEREAS, the Subject Property is not within the Sphere of Influence of any City, and

WHEREAS, the Subject Property is designated on the Kings County Important Farmland (*latest year*) Series map as predominantly [Prime farmland, Farmland of state wide significance, Unique farmland, Farmland of local importance, **or** other wise qualifies as Prime farmland pursuant to Section 51201(c) of the *California Land Conservation Act of 1965*]

WHEREAS, both the Owner and the County intend that the terms, conditions and restrictions of this contract be substantially similar to Contracts authorized by the *California Land Conservation Act of 1965*, including the Farmland Security Zone provisions of the Act.

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

NOW, THEREFORE, IT IS AGREED as follows:

1. The portion of Land Conservation Contract No. ____ as it pertains to that territory described therein is hereby rescinded, and this Farmland Security Zone Contract No. _____ is entered into to replace Land Conservation Contract No. _____ as part of Farmland Security Zone No. _____.

2. This Contract is made and entered into pursuant to the provisions of the California Land Conservation Act of 1965; and all of the provisions of said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part hereof.

3. During the term of this Contract and any renewals thereof the Subject Property shall not be used by the Owner, or his successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes, and those compatible uses which are listed in the Resolutions establishing the Agricultural Preserve and Farmland Security Zone within which the land is located. The Board of Supervisors of the County may from time to time during the term of the Contract and any renewals thereof, by Resolution, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. However, the board of Supervisors may not during the term of the contract and any renewals thereof eliminate any of the permitted uses for the Subject Property, as set forth in said Resolution, without the prior written consent of the Owner.

4. Nothing in this Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the Subject Property.

5. There shall be no payment to the Owner by the County.

6. The initial term of this Contract shall be for twenty (20) years, commencing on the 1st day of January, and _____. Benefits of this contract shall begin at the start of the following fiscal year. The 1st day of January of each year shall be the annual renewal date of this contract.

7. Subject to the provisions of Section 8, this Contract shall be automatically renewed on the annual renewal date each year for an additional period of one (1) year unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act. No notice of renewal is required to be given or recorded by either party to effectuate the automatic renewals provided for in this paragraph.

8. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Kings County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise may be provided by law.

9. This Contract may be canceled subject to the same proceedings and with like penalties as set forth in the California Land Conservation Act of 1965 for the cancellation of Contracts.

10. Upon acquisition of title or taking of possession in any action for the condemnation of fee title to any of the Subject Property, or of less than a fee interest which will prevent the land being used for any authorized uses, and upon the acquisition of such title by a public agency in lieu of condemnation, this Contract shall automatically and immediately become null and void with regard to that portion of the Subject Property, which is so condemned or acquired.

11. Any notices required to be given to the County under this Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owner shall be mailed to him at the address of subject property as it is shown on the latest adopted tax roll of Kings County.

12. This Contract shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

COUNTY OF KINGS

OWNERS

By: _____
Chairman of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared _____, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page:

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230	

Space above this line for Recorder's use.

**FARMLAND SECURITY ZONE
CONTRACT NO. _____**

**INCLUDING A RESCISSION OF CONTRACT NO. _____, AND ENTERING INTO
THIS NEW CONTRACT IN ITS PLACE PURSUANT TO GOVERNMENT
CODE SECTION 51296, FARMLAND SECURITY ZONE**

THIS FARMLAND SECURITY ZONE CONTRACT, MADE AND EXECUTED THIS ___ day of _____, _____, by and between _____ hereinafter referred to as the "Owner" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the Owner owns real property in the County of Kings, State of California, hereinafter referred to as the "Subject Property," which is described in "Exhibit A", and

WHEREAS, pursuant to Government Code 51296 the Owner of the Subject Property wishes to rescind Land Conservation Contract No. _____, and simultaneously place the Subject Property under new Contract No. _____, thus designation the Subject Property as a Farmland Security Zone; and

WHEREAS, Subject Property will continue to be devoted to agricultural uses and uses compatible thereto; and

WHEREAS, Subject Property is located in Agricultural Preserve No. ___ which was established by the Board of Supervisors of the County by Resolution No. ___-___, and modified by the Board of Supervisors by Resolution No. ___-___; and

WHEREAS, the Owner and the County desire to limit the use of Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve California's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State to discourage the premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic and economic asset to the Owner and the County; and

WHEREAS, Subject Property is located in Farmland Security Zone No. _____; established by the Board of Supervisors of the County by Resolution No. ___-___, and

WHEREAS, the Subject Property is within the Sphere of Influence of the City of _____, and

WHEREAS, the Subject Property is designated on the Kings County Important Farmland (*latest year*) Series map as [Prime farmland, Farmland of state wide significance, Unique farmland, Farmland of local importance, **or** other wise qualifies as Prime farmland pursuant to Section 51201(c) of the California Land Conservation Act of 1965]

WHEREAS, both the Owner and the County intend that the terms, conditions and restrictions of this contract be substantially similar to Contracts authorized by the California Land Conservation Act of 1965, including the Farmland Security Zone provisions of the Act.

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

NOW, THEREFORE, IT IS AGREED as follows:

1. The portion of Land Conservation Contract No. ___ as it pertains to that territory described therein is hereby rescinded, and this Land Conservation Contract No. _____ is entered into to replace Land Conservation Contract No. _____ as part of Farmland Security Zone No. _____.

2. This Contract is made and entered into pursuant to the provisions of the *California Land Conservation Act of 1965*; and all of the provisions of said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part hereof.

3. During the term of this Contract and any renewals thereof the Subject Property shall not be used by the Owner, or his successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes, and those compatible uses which are listed in the Resolutions establishing the Agricultural Preserve and Farmland Security Zone within which the land is located. The Board of Supervisors of the County may from time to time during the term of the Contract and any renewals thereof, by Resolution, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. However, the board of Supervisors may not during the term of the contract and any renewals thereof eliminate any of the permitted uses for the Subject Property, as set forth in said Resolution, without the prior written consent of the Owner.

4. Nothing in this Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the Subject Property.

5. There shall be no payment to the Owner by the County.

6. The initial term of this Contract shall be for twenty (20) years, commencing on the 1st day of January, 20___. Benefits of this contract shall begin at the start of the following fiscal year. The 1st day of January of each year shall be the annual renewal date of this contract.

7. Subject to the provisions of Section 8, this Contract shall be automatically renewed on the annual renewal date each year for an additional period of one (1) year unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act. No notice of renewal is required to be given or recorded by either party to effectuate the automatic renewals provided for in this paragraph.

8. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Kings County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise may be provided by law.

9. This Contract may be canceled subject to the same proceedings and with like penalties as set forth in the *California Land Conservation Act of 1965* for the cancellation of Contracts.

10. Upon acquisition of title or taking of possession in any action for the condemnation of fee title to any of the Subject Property, or of less than a fee interest which will prevent the land being used for any authorized uses, and upon the acquisition of such title by a public agency in lieu of condemnation, this Contract shall automatically and immediately become null and void with regard to that portion of the Subject Property, which is so condemned or acquired.

11. Any notices required to be given to the County under this Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owner shall be mailed to him at the address of subject property as it is shown on the latest adopted tax roll of Kings County.

12. This Contract shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

COUNTY OF KINGS

OWNERS

By: _____
Chairman of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared _____, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board
_____, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd, Building #6 Hanford, CA 93230	

Space above this line for Recorder's use.

**LAND CONSERVATION CONTRACT
CONTRACT NO. _____**

INCLUDING A RESCISSION OF CONTRACT NO. _____, AND ENTERING INTO THIS NEW CONTRACT NO. _____ IN ITS PLACE PURSUANT TO GOVERNMENT CODE SECTION 51257

THIS NEW LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS _____ day of _____, 20_____, by and between _____

hereinafter referred to as the "Owner" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the Owner owns real property in the County of Kings, State of California, hereinafter referred to as the "Subject Property," which is described as follows:

See Exhibit "A"

WHEREAS, the Owner of the Subject Property wishes to adjust the property lines between this parcel and another parcel that is not restricted by a Land Conservation Contract; and

WHEREAS, pursuant to Government Code Section 51257 the boundary of the contracted land may be adjusted to accommodate such minor boundary changes by rescinding the current contract on the Subject Property and entering into a new contract for the "New Subject Property;" and

WHEREAS, the New Subject Property will continue to be devoted to agricultural uses and uses compatible thereto; and

WHEREAS, Subject Property is located in Agricultural Preserve No. 301 which was established by the Board of Supervisors of the County by Resolution No. ____-____, **and modified by the Board of Supervisors by Resolution No. ____-____;** and

WHEREAS, the Owner and the County desire to limit the use of the New Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve California's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State to discourage the premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic and economic asset to the Owner and the County; and

WHEREAS, both the Owner and the County intend that the terms, conditions and restrictions of this contract be substantially similar to Contracts authorized by the California Land Conservation Act of 1965.

NOW, THEREFORE, IT IS AGREED as follows:

1. The portion of Land Conservation Contract No. ____ as it pertains to the Subject Property is hereby rescinded, and this new Contract No. _____ is entered into to replace Land Conservation Contract No. _____, and the New Subject Property as a result of a certain lot line adjustment as shown on the **Parcel Map Waiver for Lot Line Adjustment No. _____/Parcel Map** recorded on _____ as Document No. _____/in Book _____ at Page _____ of **Parcel Maps**, Kings County Records, is described as follows:

See Exhibit “B”

2. This new Contract is made and entered into pursuant to the provisions of the California Land Conservation Act of 1965; and all of the provisions of said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part hereof.

3. During the term of this new Contract and any renewals thereof the New Subject Property shall not be used by the Owner, or his successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes, and those compatible uses which are listed in the Resolution establishing the Agricultural Preserve within which the land is located. The Board of Supervisors of the County may from time to time during the term of the Contract and any renewals thereof, by Resolution, add to the permissible uses of the New Subject Property listed in the Resolution establishing the Preserve. However, the Board of Supervisors may not during the term of the contract and any renewals thereof eliminate any of the permitted uses for the New Subject Property, as set forth in said Resolution, without the prior written consent of the Owner.

4. Nothing in this new Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the New Subject Property.

5. There shall be no payment to the Owner by the County.

6. The initial term of this Contract shall be for ten (10) years, commencing on the ____ day of _____, _____. Benefits of this contract shall begin at the start of the following fiscal year. The 1st day of January of each year shall be the annual renewal date of this contract.

7. This new Contract shall be automatically renewed on the annual renewal date each year for an additional period of one (1) year unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act. No notice of renewal is required to be given or recorded by either party to effectuate the automatic renewals provided for in this paragraph.

8. This new Contract may be canceled subject to the same proceedings and with like penalties as set forth in the California Land Conservation Act of 1965 for the cancellation of Contracts.

9. Upon acquisition of title or taking of possession in any action for the condemnation of fee title to any of the subject property, or of less than a fee interest which will prevent the land being used for any authorized uses, and upon the acquisition of such title by a public agency in lieu of condemnation, this new Contract shall automatically and immediately become null and void with regard to that portion of the New Subject Property, which is so condemned or acquired.

10. Any notices required to be given to the County under this new Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owner shall be mailed to him or her at the address of the New Subject Property as it is shown on the latest adopted tax roll of Kings County.

11. This new Contract shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties.

12. This new Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this new Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the new Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Kings County. This new Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise may be provided by law.

IN WITNESS WHEREOF, the parties have executed this new Contract as of the date first above written.

COUNTY OF KINGS

OWNERS

By: _____

Chairman of the Board of Supervisors

(owner name here)

(owner name here)

STATE OF CALIFORNIA
COUNTY OF KINGS

On the ____ day of _____, 20__, before me, _____, Clerk of the Board of Supervisors in and for said County personally appeared _____, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk

State of California
County of Kings

On _____, 20____, before me _____, a Notary public personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

My commission expires: _____

END OF DOCUMENT

Recording requested by the Kings County Board of Supervisors <hr/> When recorded, return to: Kings County Community Development Agency Kings County Government Center Hanford, CA 93230	
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REINSTATEMENT OF LAND CONSERVATION

CONTRACT NO. _____

THIS CONTRACT, made and entered into this _____ day of _____, _____, by and between _____ (hereinafter OWNER(S)) and the **County of Kings** (hereinafter COUNTY).

WHEREAS, the OWNER(S) and the COUNTY are parties to Land Conservation Contract No. _____; and
WHEREAS, on about, _____, the owners filed a Notice of [Partial] Non-Renewal of said Contract; and

WHEREAS, the OWNER(S) desire to rescind said Notice of [Partial] Non-Renewal, and reinstate Land Conservation Contract No. _____ to full status on the terms, covenants and conditions below; and

WHEREAS, the COUNTY has no objection to said rescission and reinstatement on the terms, covenants and conditions below:

NOW, THEREFORE, BE IT AGREED as follows:

1. The OWNER(S) hereby rescinds the Notice of [Partial] Non-Renewal of Land Conservation Contract No. _____, and agrees to the full reinstatement thereof upon the same terms, covenants and conditions stated therein, and as provided by the statutes pertaining thereto.
2. The COUNTY hereby consents to said rescission and reinstatement.
3. The OWNER(S) expressly state that to the best of OWNER'S knowledge and belief the OWNER(S) gained no tax, land development or other advantage between the date of the original rescission of Contract No. _____, and the date of its reinstatement, except as permitted in the Kings County Uniform Rules for Agricultural Preserves.
4. Land Conservation Contract No. _____ shall be reinstated and become effective on January 1, 20__.
5. All documents including the withdrawal of the Notice of Non-Renewal necessary to be executed, filed or recorded in order to reinstate said Contract No. _____ shall be executed, filed and recorded by the respective parties.
6. The OWNERS shall pay the ordinary fee charged by the COUNTY for processing a Notice of Non-Renewal for this rescission of said notice, and any recording or other normal fees related thereto.
7. A copy of said Land Conservation Contract No. _____ shall be attached hereto as Exhibit "A" and is incorporated herein as if fully set forth.
8. The OWNERS shall defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees, from any act of omission of any kind related to this Agreement.
9. OWNERS expressly understand and agree that OWNERS have obtained or have had the opportunity to obtain legal and tax advice from an attorney or tax consultant of OWNERS choice on the legal and tax consequences of entering into this Agreement and of the rescission of the Notice of Non-Renewal and of the reinstatement of Land Conservation Contract, and enter into this Agreement freely and fully understanding the legal and tax consequences thereof.
10. The Chairman of the Kings County Board of Supervisors shall execute this agreement on behalf of the Kings County Board of Supervisors.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

COUNTY OF KINGS

OWNERS

By: _____
Chairman of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared _____, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page:

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230	

Space above this line for Recorder's use.

NOTICE OF NON-RENEWAL OF LAND CONSERVATION CONTRACT

CONTRACT NO. _____

NOTICE IS HEREBY GIVEN BY "OWNER(S)" that the Land Conservation Contract No. _____, in its entirety, by and between _____

and the **County of Kings**, recorded _____, _____, as Instrument No. _____, in Book _____, of the Official Records of Kings County, California, **IS NOT TO BE RENEWED.** The expiration date of said Contract is January 1, _____.

IN WITNESS WHEREOF, the parties have executed this Notice of Non-renewal as of the date first above written.

COUNTY OF KINGS

OWNERS

By: _____
Chairman of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared _____, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board
_____, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page:

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230	

Space above this line for Recorder's use.

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

CONTRACT NO. _____

NOTICE IS HEREBY GIVEN BY "OWNER(S)" that a portion of Land Conservation Contract No. _____, as described in Exhibit "A" attached thereto, by and between _____

_____ and the **County of Kings**, recorded _____, _____, as Instrument No. _____, in Book _____, of the Official Records of Kings County, California, **IS NOT TO BE RENEWED.** The expiration date of said portion of the Contract is January 1, _____.

IN WITNESS WHEREOF, the parties have executed this Partial Notice of Non-renewal as of the date first above written.

COUNTY OF KINGS

OWNERS

By: _____
Chairman of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared _____, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page:

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230	

Space above this line for Recorder's use.

CERTIFICATE OF CONTRACT TERMINATION

Pursuant to section 51243.5(h) of the California Government Code, the City of _____ hereby chooses the option to not succeed to the rights, duties, and powers of the County of Kings, and terminates the following described Land Conservation Contract.

In __ (year) __ the owners of certain property described below made an application to the County of Kings to contract with the County, under the *California Land Conservation Act of 1965*. The City exercised its option to protest and not succeed to the rights, duties, and powers of the county under the contract if the territory was annexed in the future. In order for the protest to be valid each of the following actions had occurred:

- (1) The land being annexed was within one mile of the city's boundary when the contract was executed.

The subject contracted land was within one mile of that certain city territory annexed prior to January 1, ____, the effective date of the contract. Said territory is shown on the map recorded in Vol. __, at Page __, Licensed Surveyors Plats, Kings County Records. The most distant point of the contracted property to the nearest point on the city boundary is approximately ____ feet.

- (2) The city had filed with the local agency formation commission a resolution protesting the execution of the contract.

The City of _____ adopted Resolution No. ____, protesting the establishment the agricultural preserve and entering into the contract by the Board of Supervisors, on {date}, and filed it with the Kings County LAFCo Executive Officer.

- (3) The local agency formation commission had held a hearing to consider the city's protest to the contract.

Kings County LAFCo held a public hearing to consider the protest at its regular meeting held {date}.

- (4) The local agency formation commission had found that the contract would be inconsistent with the publicly desirable future use and control of the land.

Kings County LAFCo adopted Resolution No. ____ on {date},, which included a finding that the contract would be inconsistent with the publicly desirable future use and control of the land by the City of _____.

- (5) The local agency formation commission had approved the city's protest.

Kings County LAFCo adopted Resolution No. ____ on {date},, which upheld the protest by the City of _____.

Based on the above, Land Conservation Contract No. _____, recorded on {date}, in Book _____, Page _____ for the following described property:

“Legal description”

is hereby cancelled upon the recording of this certificate.

_____, Mayor of the City of _____

Attest _____
City Clerk

Dated: _____

APPENDIX D

PROCEDURES FOR ESTABLISHING OR ENLARGING AGRICULTURAL PRESERVES AND WILLIAMSON ACT CONTRACTS

A. APPLICATION FILING:

Applications will only be accepted between August 1 and September 30 of each year, unless the application period is suspended by the County.

One or more property owners may apply on a single application. However, each separate ownership will require a separate contract.

Applications may be submitted in person at the Kings County Community Development Agency Office, or by mail if they are accompanied by a check for the full amount of the required fees, to:

Kings County Community Development Agency
Kings County Government Center, Bldg. 6
1400 W. Lacey Blvd.
Hanford, CA 93230

B. SUPPORTING DOCUMENTATION:

Each application shall be accompanied with the following documentation:

1. Copy of the current deed for each parcel of land in the application with the current Assessor's Parcel Number (APN) reference to that parcel.
2. A list, or lists, of the legal descriptions for each parcel in the application, ready for recording as "EXHIBIT A" of the Land Conservation "Williamson" Contract. Each separate contract must have its own separate list of legal descriptions. The following example is provided as a guide:

<p>EXHIBIT "A"</p> <p>LAND CONSERVATION CONTRACT NO. _____</p> <ol style="list-style-type: none">1. APN: 006-010-001, containing 359.09 acres, described as: The North half, and the Northwest quarter of the Northwest quarter of Section 32, Township 18 South, Range 19 East, MDB&M, excepting therefrom the South 30 feet deeded to Kings County for road purposes according to the deed recorded in Book 976, at Page 1021, Kings County records, on January 21, 1994.2. APN: 014-020-002 and 014-020-003, containing a total of 100 acres, described as: All of that real property shown as Parcel 1, of that Parcel Map recorded in Volume 15 of Parcel Maps, at page 65, Kings County Records, recorded December 3, 1985.3. APN: 044-030-004, containing 1,280 acres, described as: Sections 2 and 3, Township 24 South, Range 22 East, MDB&M.4. <i>"Add as many parcel as necessary using this format"</i>

C. FEES:

Each application shall be accompanied by the following fees:

Agricultural Preserve Application filing fee:	\$551
Williamson Act Contract filing fee (for each contract):	\$882
Recording fee for each contract:	\$13 for the 1st page, & \$3 for each additional page

Example: Each application shall be accompanied by an application fee and a separate contract fee for each contract. A separate contract will be required for each ownership that is different. For example, if John Jones owns 525 acres, 425 of which is owned as “Jones Farms, Inc.,” and the other 100 acres is owned by “John Jones and Jane Jones, Joint Tenants,” one application, at \$551, and two separate contracts will be required, at \$882 each. The Community Development Agency will estimate the fees for each application. Any additional fees will be required to be paid before the contracts are recorded. Overpayment will be refunded before January 31, of the following year.

SAMPLE CALCULATION for the above example:

Application filing fee:	1 application	\$551.00
Contract fee:	2 contracts at \$882 each	\$1764.00
Total for Application:		\$2315.00
Recording fee:	2 contracts @ \$13 for 1st pg. & \$3 for ea. additional page)	\$ 26.00
GRAND TOTAL*		\$3286.25

* Each application will be calculated separately

Checks shall be made out to the “Kings County .” Cash will only be accepted between 8 a.m. and 4 p.m. Monday through Friday in the Community Development Agency Office. **DO NOT MAIL CASH.**

D. FOR ADDITIONAL INFORMATION CONTACT:

Kings County Community Development Agency at (559) 852-2670

Upon request forms will be supplied via e-mail as an attachment to a message. They are in “Word for Windows” format only. Applications will not be accepted for review via e-mail since original signatures are required, and the fee payment must be received in full by the Kings County Community Development Agency with the application before will be processed.

APPENDIX E

PROCEDURES FOR NEW FARMLAND SECURITY ZONES AND CONTRACTS

A. APPLICATION FILING:

Applications will only be accepted between August 1 and September 30 of each year, unless the application period is suspended by the County.

One or more property owners may apply on a single application. However, each separate ownership will require a separate contract.

Applications may be submitted in person at the Kings County Community Development Agency Offices, or by mail if they are accompanied by a check for the full amount of the required fees, to:

Kings County Community Development Agency
Kings County Government Center, Bldg. 6
1400 W. Lacey Blvd.
Hanford, CA 93230

B. SUPPORTING DOCUMENTATION:

Each application shall be accompanied with the following documentation:

1. Copy of the current deed, or other documentation as proof that the applicant owns the property, for each parcel of land in the application with the current Assessor's Parcel Number (APN) reference to that parcel.
2. A list, or lists, of the legal descriptions for each parcel in the application, ready for recording as "EXHIBIT A" of the Farmland Security Zone Contract. Each separate contract must have its own separate list of legal descriptions. The following example is provided as a guide:

EXHIBIT "A"

FARMLAND SECURITY ZONE CONTRACT NO. _____

1. APN: 006-010-001, containing 359.09 acres, described as:

The North half, and the Northwest quarter of the Northwest quarter of Section 32, Township 18 South, Range 19 East, MDB&M, excepting therefrom the South 30 feet deeded to Kings County for road purposes according to the deed recorded in Book 976, at Page 1021, Kings County records, on January 21, 1994.
2. APN: 014-020-002 and 014-020-003, containing a total of 100 acres, described as:

All of that real property shown as Parcel 1, of that Parcel Map recorded in Volume 15 of Parcel Maps, at page 65, Kings County Records, recorded December 3, 1985.
3. APN: 044-030-004, containing 1,280 acres, described as:

Sections 2 and 3, Township 24 South, Range 22 East, MDB&M.
4. *"Add as many parcel as necessary using this format"*

C. FEES:

Each application shall be accompanied by the following fees:

Farmland Security Zone Application filing fee:	\$551
Farmland Security Zone Contract filing fee (for each contract):	\$882
Recording fee for each contract:	\$13 for the 1st page, & \$3 for each additional page

Example: Each application shall be accompanied by an application fee and a separate contract fee for each contract. A separate contract will be required for each ownership that is different. For example, if John Jones owns 525 acres, 425 of which is owned as “Jones Farms, Inc.,” and the other 100 acres is owned by “John Jones and Jane Jones, Joint Tenants,” one application, at \$551, and two separate contracts will be required, at \$882 each. The Community Development Agency will estimate the fees for each application. Any additional fees will be required to be paid before the contracts are recorded. Overpayment will be refunded before January 31, of the following year.

SAMPLE CALCULATION for the above example:

Application filing fee:	1 application	\$551.00
Contract fee:	2 contracts at \$882 each	\$1764.00
Total for Application:		\$2315.00
Recording fee:	2 contracts @ \$13 for 1st pg. & \$3 for ea. additional page)	\$ 26.00
GRAND TOTAL*		\$3286.25

Checks shall be made out to the “Kings County.” Cash will only be accepted between 8 a.m. and 4 p.m. Monday through Friday in the Community Development Agency Office. **DO NOT MAIL CASH.**

D. FOR ADDITIONAL INFORMATION CONTACT:

Kings County Community Development Agency at (559) 852-2670

Upon request forms will be supplied via e-mail as an attachment to a message. They are in “Word for Windows” format only. Applications will not be accepted for review via e-mail since original signatures are required, and the fee payment must be received in full by the Kings County Community Development Agency with the application before will be processed.

APPENDIX F

PROCEDURES FOR NON-RENEWAL OR PARTIAL NON-RENEWAL

A. APPLICATION FILING:

Applications will be accepted any time of the year. However, in order for the non-renewal to take effect by the next assessment date, January 1, the application must be filled with the Kings County Community Development Agency on or before September 30 to qualify for the following year's assessment.

Each contract will require a separate notice of non-renewal or notice of partial non-renewal. In addition, each separate ownership within a contract will require a separate notice of non-renewal or partial non-renewal.

Applications may be submitted in person at the Kings County Community Development Agency Office, or by mail if they are accompanied by a check for the full amount of the required fees, at:

Kings County Community Development Agency
Kings County Government Center, Bldg. 6
1400 W. Lacey Blvd.
Hanford, CA 93230

B. SUPPORTING DOCUMENTATION:

Each application shall be accompanied with the following documentation:

1. Copy of the current deed, or other documentation as proof that the applicant owns the property, for each parcel of land in the application with the current Assessor's Parcel Number (APN) reference to that parcel.
2. A Legal Description Exhibit must be prepared and attached for inclusion with the final Non-Renewal document.

C. FEES:

Each application shall be accompanied by the following fees:

Notice of Non-renewal application filing fee:	\$ 331
Notice of Partial Non-renewal application filing fee:	\$ 331
Recording fee for each contract:	\$13 for the 1st page, & \$3 for each additional page

Checks shall be made out to the "Kings County ." Cash will only be accepted between 8 a.m. and 4 p.m. Monday through Friday in the Community Development Agency Office. **DO NOT MAIL CASH.**

D. FOR ADDITIONAL INFORMATION CONTACT:

Kings County Community Development Agency at (559) 852-2670

Upon request forms will be supplied via e-mail as an attachment to a message. They are in "Word for Windows" format only. Applications will not be accepted for review via e-mail since original signatures are required, and the fee payment must be received in full by the Kings County Community Development Agency with the application before will be processed.

APPENDIX G

PROCEDURES FOR CANCELLATION

***WILLIAMSON ACT AND FARMLAND SECURITY ZONE CONTRACT
CANCELLATION PROCEDURES USED BY THE COUNTY OF KINGS***

The following outline of procedures for cancellation of Williamson Act and Farmland Security Zone Contracts was prepared by Kings County Community Development Agency Staff for use by landowners within Kings County, CA, who wish to petition for cancellation. It should be noted that petitioning for cancellation does not guarantee automatic cancellation. Non-renewal is the preferred method of termination of a contract, not cancellation. Cancellation is only an option if there is no other relief available, and all of the findings required by law can be legitimately made. The *California Land Conservation Act of 1965* as enacted under Chapter 7, Article 5 of Statutes (Government Code Sections 51280-51287) establishes procedures for and a land owner right to apply for cancelation of a Williamson Act or Farmland Security Zone Contract.

1. **Request by Landowner (51281):** Only the landowner can petition for cancellation (51281). The petition may include all of the contracted land or only a portion (51282.(a)). (See Petition for Cancellation Form 1 at the end of this Appendix)
2. **Petition filing fees (51281.1):** Section 51281.1 of the Act states that the board may require the payment of a reasonable application fee to be made at the time a petition for cancellation is filed. Kings County has adopted a fee requirement to recover the actual cost of processing the petition. This is done by estimating the cost to process the petition. The applicant shall then deposit the estimated amount to cover the cost of processing the petition with the Community Development Agency at the time the petition is filed. The application is not deemed complete without the deposit. The estimated cost is based on the following method for calculating charges:

Planning:	xx hours @	\$x.xx/hr =	\$xxx.xx
Recording fees:			
@ \$8 for 1st page and \$3 for each additional page:			\$xxx.xx
Pub. Hearing Notice	\$x.xx	=	\$xxx.xx
Assessor:	xx hours @	\$x.xx/hr =	\$xxx.xx
County Counsel:	xx hours @	\$x.xx/hr =	\$xxx.xx
County Auditor Controller:	xx hours @	\$x.xx/hr =	\$xxx.xx
County Treasurer:	xx hours @	\$x.xx/hr =	\$xxx.xx
Total:			\$xxx.xx

Planning staff will keep an accounting of the costs incurred in processing the petition, and refund any money that is unspent. However, if the cost exceeds the estimate, the applicant will be required to make an additional payment covering the additional cost before the project is completed, i.e., prior to the final hearing by the Board of Supervisors.

Recovery of costs under this article; fees (51287): The county may impose a fee pursuant to Chapter 8 (commencing with Section 66016) of Division 1 of Title 7 for recovery of costs under this article. The fee shall not exceed an amount necessary to recover the reasonable cost of services provided by the county under this article.

3. Home Site Development Policy

Kings County will continue to enforce the provisions Williamson Act or Farmland Security Zone contracts. This is necessary to maintain the integrity of the Williamson Act program. The restrictions are listed in the “Uniform Rules for Agricultural Preserves in Kings County” and are consistent with sections 51231, 51238, 51238.1, and 51250 of the Act. Due to recent changes to the Act the Kings County Officials responsible for approving or issuing building permits, zoning permits, and land divisions will thoroughly review applications on land restricted by Williamson Act and Farmland Security Zone contracts to ensure the structures or development are incidental to the “Commercial Agricultural Uses” and “Compatible Uses” of the contracted land. A warning will be issued with all such permits and approvals.

10 Acre Presumption –The Williamson Act (Section 51222) presumes that a parcel is:

“...large enough to sustain an agricultural use if it is (1) at least 10 acres in size in the case of prime agricultural land, or at least 40 acres in size in the case of land which is not prime agricultural land.”

Therefore, if the farmable portion of the remainder of a parcel meets the above acreage criteria after a home site (a home site is presumed to be not less than one (1) acre in size) is developed, and income is derived from the crops or livestock grown on the site, then the home site will be considered “incidental to the commercial agricultural use of the land.”

If the farmable portion of the parcels remaining after the home site is developed is less than 10 acres for prime land, or 40 acres for non-prime land, the owner will have to provide suitable documentation to demonstrate that farmable acreage after the home site is developed will still support a “commercial agricultural” use.

Relief from Contract Provisions – Sections 51280 through 51287 (Section 51297 for Farmland Security Zone contracts) provide for contract cancellation if specified findings can be made (see Section 4 below). These findings are difficult to make and are made on a case by case basis.

4. Grounds for tentative approval for cancellation (51282):

The board can only approve cancellation if certain specified findings are made. These findings are not made lightly and only real reasons which conform to the law will be considered. State law requires that at least one of the following two findings must be made:

A. The cancellation is consistent with the purposes of this chapter.

The board can find that cancellation is “consistent with the purposes of this chapter” only if all of the five following findings are made:

1. That the cancellation is for land on which a notice of non-renewal has been served pursuant to Section 51245.
2. That cancellation is not likely to result in the removal of adjacent lands from agricultural use.
3. That cancellation is for an alternative use which is consistent with the applicable provisions of the city or county general plan.
4. That cancellation will not result in discontinuous patterns of urban development.
5. That there is no proximate non-contracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate non-contracted land.

("Proximate, non-contracted land" means land not restricted by contract pursuant to this chapter, which is sufficiently close to land which is so restricted that it can serve as a practical alternative for the use which is proposed for the restricted land.)

("Suitable" for the proposed use means that the salient features of the proposed use can be served by land not restricted by contract pursuant to this chapter. Such non-restricted land may be a single parcel or may be a combination of contiguous or discontinuous parcels.)

OR

B. That cancellation is in the public interest.

For purposes this paragraph cancellation of a contract shall be in the public interest only if the board makes the following findings:

1. That other public concerns substantially outweigh the objectives of this chapter; and
2. That there is no proximate non-contracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate non-contracted land.

5. Uneconomic character of the existing agricultural use (51282(d)): The uneconomic character of an existing agricultural use shall not by itself be sufficient reason for cancellation of the contract. The uneconomic character of the existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

6. Proposed alternative use of the site (51282(e)): The landowner's petition shall be accompanied by a proposal for a specific alternative use of the land. The proposal for the specific alternative use shall list those governmental agencies known by the landowner to have permit authority related to the proposed alternative use, and the provisions and requirements of Section 51283.4 shall be fully applicable thereto (see Section 9 of these procedures). The level of

specificity required in a proposal for a specified alternate use shall be determined by the board as that necessary to permit them to make the findings required.

7. Findings and Environmental Review (51282(f)): In approving a cancellation, the board is not required to make any findings other than those expressly set forth in the Act, and those required by CEQA (environmental review). However, the proposed alternative use of the site must meet all general plan, zoning, land division, or other development regulations that are in place.

8. Cancellation fee; amount; waiver or extension of time; disposition; operative date (51283(a), (b), and (c)):
Assessor's duties: Prior to any action by the board giving tentative approval to the cancellation of any contract, the county assessor shall determine the current fair market value of the land as though it were free of the contractual restriction. The assessor shall certify to the board the cancellation valuation of the land for the purpose of determining the cancellation fee.

Deferred tax payment: Prior to giving tentative approval to the cancellation of any contract, the board shall determine and certify to the county auditor the amount of the cancellation fee which the landowner shall pay the county treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 12½ percent of the cancellation valuation of the property. (51283(b))

Deferred tax waiver or extension of payment time: If the board finds that it is in the public interest to do so, it may waive any payment or any portion of a payment by the landowner, or may extend the time for making the payment or a portion of the payment contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of the contract, had it not been canceled, if all of the following occur:

- (1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to the owner.
- (2) The board has determined that it is in the best interests of the program to conserve agricultural land use that the payment be either deferred or is not required.
- (3) The waiver or extension of time is approved by the Secretary of the Resources Agency. The secretary shall approve a waiver or extension of time if the secretary finds that the granting of the waiver or extension of time by the board is consistent with the policies of this chapter and that the board complied with this article. In evaluating a request for a waiver or extension of time, the secretary shall review the findings of the board, the evidence in the record of the board, and any other evidence the secretary may receive concerning the cancellation, waiver, or extension of time. (51283(c))

9. Payment to the State Controller (51283(e)): When deferred taxes required by this section are collected, they shall be transmitted by the county treasurer to the [State] Controller and deposited in the [State] General Fund. The funds collected by the county treasurer with respect to each cancellation of a contract shall be transmitted to the [State] Controller within 30 days of the execution of a certificate of cancellation of contract by the board, as specified in subdivision (b) of Section 51283.4.

10. Petition accompanied by proposal for specified alternative use; certificate of tentative cancellation; recordation; notice; certificate of cancellation of contract or withdrawal of tentative approval; execution (51283.4)

Certificate of tentative cancellation: Upon tentative approval of a petition accompanied by a proposal for a specified alternative use of the land, the clerk of the board shall record in the office of the county a certificate of tentative cancellation, which shall set forth the following:

1. Name of the landowner requesting the cancellation,
2. The fact that a certificate of cancellation of contract will be issued and recorded at such time as specified conditions and contingencies are satisfied,
3. A description of the conditions and contingencies which must be satisfied, and
4. A legal description of the property.

Conditions: Conditions to be satisfied shall include:

1. Either
 - a. Payment in full of the amount of the fee computed under the provisions of Sections 51283 (Paragraph 7 above) and 51283.1 (repealed in 1986), together with a statement that unless the fee is paid, or
 - b. A certificate of cancellation of contract is issued within one year from the date of the recording of the certificate of tentative cancellation, (**NOTE:** such fee shall be recomputed as of the date the landowner notifies the board that he has satisfied the conditions and contingencies enumerated in the certificate of tentative cancellation).

2. Any provisions related to the waiver of such fee or portion thereof shall be treated in the manner provided for in the certificate of tentative cancellation.
3. Contingencies to be satisfied shall include a requirement that the landowner obtain all permits necessary to commence the project. The board or council may, at the request of the landowner, amend a tentatively approved specified alternative use if it finds that such amendment is consistent with the findings made pursuant to subdivision (f) of Section 51282.1 or subdivision (a) of Section 51282, whichever is applicable. (51283.4(a))
4. The landowner shall notify the board when he has satisfied the conditions and contingencies enumerated in the certificate of tentative cancellation. Within 30 days of receipt of such notice, and upon a determination that the conditions and contingencies have been satisfied, the board shall execute a certificate of cancellation of contract and cause the same to be recorded. (51283.4(b))

Failure to complete conditions and contingencies: If the landowner has been unable to satisfy the conditions and contingencies enumerated in the certificate of tentative cancellation, the landowner shall notify the board of the particular conditions or contingencies he is unable to satisfy. Within 30 days of receipt of such notice, and upon a determination that the landowner is unable to satisfy the conditions and contingencies listed, the board shall execute a certificate of withdrawal of tentative approval of a cancellation of contract and cause the same to be recorded.

No return of fees: If the landowner is unable to satisfy the conditions for cancellation, he or she, shall not be entitled to the refund of any of the expended portion of the cancellation fee previously paid. (51283.4(c))

11. Notice and hearing (51284)

Hearing: No contract may be canceled until after the county has given notice of, and has held, a public hearing on the matter.

Notice of the hearing shall be:

- a. Published pursuant to Section 6061, and
- b. Shall be mailed to every owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the land upon which the contract is proposed to be canceled, and
- c. At least 10 working days prior to the hearing, a notice of the hearing and a copy of the landowner's petition shall be mailed to the Director of Conservation.

Post hearing notice: Within 30 days of the tentative cancellation of the contract, the county shall publish a notice of its decision, including the date, time, and place of the public hearing, a general explanation of the decision, the findings made pursuant to Section 51282, and a general description, in text or by diagram, of the land under contract, as a display advertisement of at least one-eighth page in at least one newspaper of general circulation within the city or county.

In addition, within 30 days of the tentative cancellation of the contract, the city or county shall deliver a copy of the published notice of the decision, as described above, to the Director of Conservation. The publication shall be for informational purposes only, and shall create no right, standing, or duty that would otherwise not exist with regard to the cancellation proceedings.

12. **Protest (51285):** The owner of any property located in the county in which the agricultural preserve is situated may protest such cancellation to the county conducting the hearing.
13. **Review; limitation of actions (51286):** Any action or proceeding which, on the grounds of alleged noncompliance with the requirements of this chapter, seeks to attack, review, set aside, void, or annul a decision of the board to cancel a contract shall be brought pursuant to Section 1094.5 of the Code of Civil Procedure.

The action or proceeding shall be commenced within 180 days from the board order acting on a petition for cancellation filed under this chapter.

A PETITION FOR THE
CANCELLATION OF

LAND CONSERVATION CONTRACT(S) UNDER THE CALIFORNIA LAND CONSERVATION
(WILLIAMSON) ACT OF 1965)

TO THE BOARD OF SUPERVISORS OF THE)
COUNTY OF KINGS, STATE OF CALIFORNIA)

I (We), the undersigned, owner(s) of the land described in Land Conservation Contract(s) No. _____, or Farmland Security Zone Contract(s) No. _____, recorded in Official Kings County Records as Document (Instrument) No. _____ in Book _____, Page(s) _____, do hereby petition for the cancellation of said contract(s) in accordance with Article 5 (commencing with Section 51280 of the Government Code).

The following sets forth in detail the reasons for the request for cancellation, and why the owner(s) believe the contract(s) should be canceled (attach additional pages if necessary):

Signature(s) of the Owner(s)

I, one of the owners named above, declare under penalty of perjury that the above is true and correct.

Executed at _____, California, on the _____ day of _____, _____.

Signature

APPENDIX H

Guidelines for Issuing or Approving Development Permits on Land Restricted by Williamson Act Contracts

Kings County will continue to enforce the provisions of the *California Land Conservation (Williamson) Act of 1965* (including Farmland Security Zone) contracts when development of the restricted land is proposed. This is necessary to maintain the integrity of the Williamson Act program, and to ensure that property owners do not fall into material breach of the Williamson Act contract restricting the use of the land because of the improvement they make. The restricted uses of land under contract are listed in the “*Uniform Rules for Agricultural Preserves in Kings County*.” Those uses are consistent with sections 51231, 51238, 51238.1, and 51250 of the Williamson Act. Due to recent changes to the “Williamson Act,” the Kings County Officials responsible for issuing or approving land divisions and lot line adjustments, zoning permits, and building permits will thoroughly review applications on land restricted by Williamson Act and Farmland Security Zone contracts to ensure the proposed structure(s) or development(s) are incidental to the “Commercial Agricultural Use” and/or “Compatible Use” of the contracted land. A warning will be issued with all such permits and approvals.

10 Acre Presumption –The Williamson Act (Section 51222) presumes that a parcel is:

“...large enough to sustain an agricultural use if it is (1) at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land.”

A. BUILDING PERMIT POLICY

The Kings County Building Official will issue building permits for structures, i.e., dwellings and related home site structures, on land restricted by Williamson Act or Farmland Security Zone contracts, which is in commercial agricultural production, under any of the following circumstances:

1. A dwelling, and its related home site structures, on a parcel less than 10 acres in size which is classified as prime agricultural land (or less than 40 acres for non-prime agricultural land) upon which the owner receives an economic return from the production of crops or livestock, or is occupied by a compatible use listed in Paragraphs B4, B5, B8, B11, and B12 of the “*Uniform Rules for Agricultural Preserves in Kings County*”, on that parcel which also meets the following criteria:
 - a. Such buildings and structures must be arranged in such a manner so as to minimize the impact on the property and not compromise the long-term commercial agricultural use of the contracted parcel or other contracted land in the vicinity.
 - b. The dwelling is occupied by the owner of the land or by a person who is an actual farm employee on the subject parcel or land farmed by the owner of the land.
 - c. The owner must provide documented evidence that the parcel will continue in commercial agricultural use and generate income from the crops or livestock grown on the parcel, or is occupied by a compatible use listed in Paragraphs B4, B5, and B8 through B12 of the “*Uniform Rules for Agricultural Preserves in Kings County*”, after the dwelling and its related home site structures are built.

Documentation of the evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel after the permit is issued shall be provided by use of the attached

“*Owners Statement of Compliance with, and Understanding of, the Williamson Act*” (See Appendix B, Application Form 4, of this Procedures Manual) that is submitted with the project application.

2. Before a building permit is issued for a dwelling and its related home site structures on a restricted parcel that is 10 acres or greater in size which is classified as prime agricultural land (or 40 acres or greater for non-prime agricultural land), the owner will be required to provide documented evidence that the parcel will continue in commercial agricultural use and generate income from the crops or livestock grown on the parcel after the dwelling and its related home site structures are built.

Documentation of the evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel after the permit is issued shall be provide by use of the attached “*Owners Statement of Compliance with, and Understanding of, the Williamson Act*” (See Appendix B, Application Form 4, of this Procedures Manual) that is submitted with the project application.

Under the above two circumstances, the dwelling and related home site structures are considered incidental to the commercial agricultural use of the land.

3. In the case where a “Petition for Cancellation” is approved, and a “Certificate of Contract Termination” is recorded, to remove the home site area from a contract, and the cancellation would result in a remainder of the parcel still restricted that is less than 10 acres in size which is classified as prime agricultural land (or less than 40 acres for non-prime agricultural land), then the findings under Paragraph A1 above will be required, or the entire parcel must be removed from contract before a building permit for the dwelling and its related home site structures can be issued.
4. A dwelling, and its related home site structures, on a home site parcel (a home site parcel is presumed to be not less than one (1) acre in size) which was created as result of either a farm home retention or a transfer of title to an immediate family member, provided that the property is in compliance with both the Declaration of Intent and the Joint Management Agreement that were required to be recorded as a condition of approving the transfer of title.

NOTE: In every case above the proposed structure or use must also be allowed under the regulations of the Kings County Zoning Ordinance and Building Code. (Note: *Zoning Ordinance No. 269. 69* was repealed and replaced when *Development Code No. 668* was adopted on March 3, 2015, and became effective on April 2, 2015.)

B. LAND DIVISION APPROVAL POLICY

Division 1 and Division 2 of the Kings County Advisory Agency for Parcel Maps and Subdivisions will approve land divisions and lot line adjustment for land restricted by Williamson Act contracts under either of the following circumstances:

1. Land Divisions:
 - a. Divisions which meet the requirements of Section 66474.4 of the Subdivision Map Act, as implemented by Kings County.
 - b. Divisions of land resulting in parcels or lots which meet the minimum area requirement of the Agricultural zone district that the parcel or parcels are located, and are at least 10 acres in size or larger for land which is classified as prime agricultural land (or 40 acres or larger for non-prime agricultural land).

- c. Divisions of land resulting in parcels or lots smaller than those in Paragraph B1b immediately above, the owner will be required to provide documented evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel, or is occupied by a compatible use listed in Paragraphs B4, B5, and B8 through B12 of the *“Uniform Rules for Agricultural Preserves in Kings County.”*

2. Lot line adjustments:

- a. Restricted parcels after the adjustment must meet the criteria listed in Paragraphs B1a through B1c immediately above.
- b. When the adjustment of a lot line or lines is between parcels that include both contracted and non-contracted land, the land in any resulting parcel which contains restricted land must contain at least 10 acres of restricted land if it is classified as prime agricultural land (or 40 acres or larger for non-prime agricultural land). If a resulting parcel or parcels do not contain at least 10 acres of contracted land (or 40 acres for non-prime land) the owner must provide documented evidence that the restricted portion of the parcel or parcels can never the less sustain a commercial agricultural operation.

Documentation of the evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel after the permit is issued shall be provided by use of the attached *“Owners Statement of Compliance with, and Understanding of, the Williamson Act”* that is submitted with the project application.

This policy applies only to the division of land or adjustment of lot lines, not to any proposed development or improvement after the division or adjustment is completed. The development or improvement of the land is restricted by the *“Uniform Rules for Agricultural Preserves in Kings County”* and terms of the Williamson Act contract restricting the land. The improvement and development will be considered separately by the official or agency responsible for the review and approval of a permit or authorization granted by that official.

C. ZONING PERMIT APPROVAL POLICY

The Kings County Planning Commission and Zoning Administrator will approve zoning permits (conditional use permits, site plan reviews, planned unit developments, and variances) on land restricted by Williamson Act contracts under the following circumstances:

1. A use allowed by the zoning ordinance will only be approved if the use is found to be consistent with the *“Commercial Agricultural Uses”* and *“Compatible Uses”* listed in the *“Uniform Rules for Agricultural Preserves in Kings County.”* However, a use allowed in the *“Uniform Rules”* but not allowed in the zoning ordinance will not be allowed, e.g., dairies are listed in the *“Uniform Rules”*, but not in the Limited Agricultural zone district.
2. Before a zoning permit is issued for a development or improvement on a restricted parcel, the owner will be required to provide documented evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel, or is occupied by a compatible use listed in Paragraphs B4, B5, and B8 through B12 of the *“Uniform Rules for Agricultural Preserves in Kings County,”* after the development or improvement is built.

Documentation of the evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel after the permit is issued shall be provided by use of the attached *“Owners Statement of Compliance with, and Understanding of, the Williamson Act.”*

D. RELIEF FROM CONTRACT PROVISIONS

Sections 51280 through 51287 (Section 51297 for Farmland Security Zone contracts) provide for contract cancellation if specified findings can be made (see Section E below). These findings are made on a case by case basis.

1. Description of Cancellation Area – The Certificate of Cancellation is a legal document recorded in the County’s Official Records which describes the territory upon which the contract is no longer in force. This is a legal document which includes a legal description that modifies the area which is restricted by the original contract. The legal description in the original contract is generally based on either a deed or series of deeds which include a previously recorded legal description, a recorded Parcel or Tract Map, or some other description based on a previous survey. The description of the territory being excluded from the contract must be based on a survey or other legal document which describes the excluded area. In addition, this policy is intended for removing home sites from the area restricted by a contract. The Building Official can require a survey “... to verify that a structure is located in accordance with the approved plans” (2001 California Building Code, Section 108.1). This will also be necessary in order to assure that the residence is built on the portion of the parcel where the cancellation was approved.

The preparation of the legal description and associated survey will be required as a condition that must be met once tentative approval of the cancellation is given by the Board. A general description can be used in the Petition for Cancellation.

2. Farm Home Retention Standards – It is recommended, but not mandatory, that territory that is the subject of the cancellation complies with the requirements for a “farm home retention” found in Article 4 Section 409 of the *Kings County Development Code*. This will facilitate an application for a “farm home retention” at some future date if the owner so desires. These conditions are:

- a. The site is at least one (1) acre in size;
- b. The site has a minimum width of one hundred twenty-five (125) feet;
- c. The site meets all of the yard and setback requirements of the zone district within which it is located.

E. CANCELLATION FINDINGS

Section 51282 of the Williamson Act lists the required findings that must be made in order to cancel a contract or portion of a contract. These are:

“Section 51282.

“(a) The landowner may petition the board or council for cancellation of any contract as to all or any part of the subject land. The board or council may grant tentative approval for cancellation of a contract only if it makes one of the following findings:

- (1) That the cancellation is consistent with the purposes of this chapter; or
- (2) That cancellation is in the public interest.

“(b) For purposes of paragraph (1) of subdivision (a) cancellation of a contract shall be consistent with the purposes of this chapter only if the board or council makes all of the following findings:

- (1) That the cancellation is for land on which a notice of nonrenewal has been served pursuant to Section 51245.
- (2) That cancellation is not likely to result in the removal of adjacent lands from agricultural use.

- (3) That cancellation is for an alternative use which is consistent with the applicable provisions of the city or county general plan.
- (4) That cancellation will not result in discontinuous patterns of urban development.
- (5) That there is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put or, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.

“As used in this subdivision "proximate, noncontracted land" means land not restricted by contract pursuant to this chapter, which is sufficiently close to land which is so restricted that it can serve as a practical alternative for the use which is proposed for the restricted land.

“As used in this subdivision "suitable" for the proposed use means that the salient features of the proposed use can be served by land not restricted by contract pursuant to this chapter. Such nonrestricted land may be a single parcel or may be a combination of contiguous or discontinuous parcels.

“(c) For purposes of paragraph (2) of subdivision (a) cancellation of a contract shall be in the public interest only if the council or board makes the following findings: (1) that other public concerns substantially outweigh the objectives of this chapter; and (2) that there is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.

“As used in this subdivision "proximate, noncontracted land" means land not restricted by contract pursuant to this chapter, which is sufficiently close to land which is so restricted that it can serve as a practical alternative for the use which is proposed for the restricted land.

“As used in this subdivision "suitable" for the proposed use means that the salient features of the proposed use can be served by land not restricted by contract pursuant to this chapter. Such nonrestricted land may be a single parcel or may be a combination of contiguous or discontinuous parcels.

“(d) For purposes of subdivision (a), the uneconomic character of an existing agricultural use shall not by itself be sufficient reason for cancellation of the contract. The uneconomic character of the existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

“(e) The landowner's petition shall be accompanied by a proposal for a specified alternative use of the land. The proposal for the alternative use shall list those governmental agencies known by the landowner to have permit authority related to the proposed alternative use, and the provisions and requirements of Section 51283.4 shall be fully applicable thereto. The level of specificity required in a proposal for a specified alternate use shall be determined by the board or council as that necessary to permit them to make the findings required.

“(f) In approving a cancellation pursuant to this section, the board or council shall not be required to make any findings other than or in addition to those expressly set forth in this section, and, where applicable, in Section 21081 of the Public Resources Code.”

ATTACHMENTS:

- A. Owners Statement of Compliance with, and Understanding of, the Williamson Act
- B. Warning statement
- C. Zoning and Land Division approval condition

Attachment A

**LANDOWNER'S STATEMENT OF COMPLIANCE WITH, AND
UNDERSTANDING OF, THE WILLIAMSON ACT**

See Appendix B, Application Form 5, of this Procedures Manual.

Attachment B

WARNING

To land owners proposing to develop land that is restricted by either *California Land Conservation Williamson Act* or *Farmland Security Zone* contracts. Before you build a structure or change the use on your land, be sure that your improvements or changes of use do not cause a material breach of your *Williamson Act* or *Farmland Security Zone Contract*.

Pursuant to Government Code Section 51250, as of January 1, 2004, any construction of a new building or buildings on land restricted by a *Williamson Act* or *Farmland Security Zone* contract that are found to be in material breach of the contract may result in severe penalties. These penalties may be monetary penalties up to 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the of the value of the incompatible building(s) and any related improvements on the contracted land, and termination of the contract on the land rendered incompatible.

Exhibits:

- A. Uniform Rules for Agricultural Preserves in Kings County
- B. California Government Code Section 51250 (Material Breach of Contract)

Exhibit A

UNIFORM RULES FOR AGRICULTURAL PRESERVES IN KINGS COUNTY

See Appendix A of this Procedures Manual.

Exhibit B

CALIFORNIA GOVERNMENT CODE

CA Gov Code Section 51250 –

Identification of structures constituting material breaches of contract:

(a) The purpose of this section is to identify certain structures that constitute material breaches of contract under this chapter and to provide an alternate remedy to a contract cancellation petition by the landowner. Accordingly, this remedy is in addition to any other available remedies for breach of contract. Except as expressly provided in this section, this section is not intended to change the existing land use decision-making and enforcement authority of cities and counties including the authority conferred upon them by this chapter to administer agricultural preserves and contracts.

(b) For purposes of this section, a breach is material if, on a parcel under contract, both of the following conditions are met:

(1) A commercial, industrial, or residential building is constructed that is not allowed by this chapter or the contract, local uniform rules or ordinances consistent with the provisions of this chapter, and that is not related to an agricultural use or compatible use.

(2) The total area of all of the building or buildings likely causing the breach exceeds 2,500 square feet for either of the following:

(A) All property subject to any contract or all contiguous property subject to a contract or contracts owned by the same landowner or landowners on January 1, 2004.

(B) All property subject to a contract entered into after January 1, 2004, covering property not subject to a contract on January 1, 2004.

For purposes of this subdivision any additional parcels not specified in the legal description that accompanied the contract, as it existed prior to January 1, 2003, including any parcel created or recognized within an existing contract by subdivision, deed, partition, or, pursuant to Section 66499.35, by certificate of compliance, shall not increase the limitation of this subdivision.

(c) The department shall notify the city or county if the department discovers a possible breach.

(d) The city or county shall, upon notification by the department or upon discovery by the city or county of a possible material breach, determine if there is a valid contract and if it is likely that the breach is material. In its investigation, the city or county shall endeavor to contact the landowner or his or her representative to learn the landowner's explanation of the facts and circumstances related to the possible material breach.

(e) Within 10 days of determining whether it is likely that a material breach exists, the city or county shall notify the landowner and the department by certified mail, return receipt requested. This notice shall include the reasons for the determination and a copy of the contract. If either the landowner or the department objects to the preliminary determination of the city or county, the board or council shall schedule a public hearing as provided in subdivision (g).

(f) Within 60 days of receiving notice that it is likely a material breach, the landowner or his or her representative may notify the city or the county that the landowner intends to eliminate the conditions that resulted in the material breach within 60 days. If the landowner eliminates the conditions that resulted in the material breach within 60 days, the city or county shall take no further action under this section with respect to the building at issue. If the landowner notifies the city or county of the intention to eliminate the conditions but fails to do so, the city or county shall proceed with the hearing required in subdivision (g).

(g) The city or county shall schedule a hearing no more than 120 days after the notice is provided to the landowner and the department, as required in subdivision (e). The city or county shall give notice of the public hearing by certified mail, return receipt requested to the landowner and the department at least 30 days prior to the hearing. The city or county shall give notice of the public hearing by first-class mail to every owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the contracted parcel on which the likely material breach exists. The city or county shall also give published notice pursuant to Section 6061. The notice shall include the date, time, and place of the public hearing. Not less than five days before the hearing, the department may

request that the city or county provide the department, at the department's expense, a recorded transcript of the hearing not more than 30 days after the hearing.

(h) At the public hearing, the city or county shall consider any oral or written testimony and then determine whether a material breach exists. The city or county shall support its determination with findings, made on the record and based on substantial evidence, that the property does or does not meet the conditions specified in subdivision (b).

(i) If the city or county determines that a material breach exists, the city or county shall do one of the following:

(1) Order the landowner to eliminate the conditions that resulted in the material breach within 60 days.

(2) Assess the monetary penalty pursuant to subdivision (j) and terminate the contract on that portion of the contracted parcel that has been made incompatible by the material breach. If the landowner disagrees with the determination, he or she may pursue any other legal remedy that is available.

(j) The monetary penalty shall be 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the value of the incompatible building and any related improvements on the contracted land. The basis for the valuation of the penalty shall be an independent appraisal of the current unrestricted fair market value of the property that is subject to the contract and affected by the incompatible use or uses, and a valuation of any buildings and any related improvements within the area affected by the incompatible use or uses. If the city or county determines that equity would permit a lesser penalty, the city or county, the landowner, and the department may negotiate a reduction in the penalty based on the factors specified in subdivision (k), but a reduction in the penalty may not exceed one-half of the penalty. If negotiations are to be held, the city or county shall provide the department 15 days' notice before the first negotiation. If the department chooses not to be a negotiator or fails to send a negotiator, the city or county and the landowner may negotiate the penalty.

(k) In determining the amount of a lesser penalty, the negotiators shall consider:

(1) The nature, circumstances, extent, and gravity of the material breach.

(2) Whether the landowner's actions were willful, knowing, or negligent with respect to the material breach.

(3) The landowner's culpability in contributing to the material breach and whether the actions of prior landowners subject to the contract contributed to the material breach.

(4) Whether the actions of the city or county contributed to the material breach.

(5) Whether the landowner notified the city or county that the landowner would eliminate the conditions that resulted in the material breach within 30 days, but failed to do so.

(6) The willingness of the landowner to rapidly resolve the issue of the material breach.

(7) Any other mitigating or aggravating factors that justice may require.

(l) If the landowner is ordered to eliminate the conditions that resulted in the material breach pursuant to paragraph (1) of subdivision (i) but the landowner fails to do so within the time specified by the city or county, the city or county may abate the material breach as a public nuisance pursuant to any applicable provisions of law.

(m) If the city or county terminates the contract pursuant to paragraph (2) of subdivision (i), the city or county shall record a notice of termination following the procedures of Section 51283.4.

(n) The assessment of a monetary penalty pursuant to subdivision (i) shall be secured by a lien payable to the county treasurer of the county within which the property is located, in the amount assessed pursuant to subdivision (j) or (k). Once properly recorded and indexed, the lien shall have the force, effect, and priority of a judgment lien. The lien document shall provide both of the following:

(1) The name of the real property owner of record and shall contain either the legal description or the assessor's parcel number of the real property to which the lien attaches.

(2) A direct telephone number and address that interested parties may contact to determine the final amount of any applicable assessments and penalties owing on the lien pursuant to this section.

(o) If the lien is not paid within 60 days of recording, simple interest shall accrue on the unpaid penalty at the rate of 10 percent per year, and shall continue to accrue until the penalty is paid, prior to all other claims except those with superior status under federal or state law.

(p) Upon payment of the lien, the city or county shall record a release of lien and a certificate of contract termination by breach with the county recorder for the land rendered incompatible by the breach.

(q) The city or county may deduct from any funds received pursuant to this chapter the amount of the actual costs of administering this section and shall transmit the balance of the funds by the county treasurer to the Controller for deposit in the Soil Conservation Fund.

(r) (1) The department may carry out the responsibilities of a city or county under this section if any of the following occurs:

(A) The city or county fails to determine whether there is a material breach within 210 days of the discovery of the breach.

(B) The city or county fails to complete the requirements of this section within 180 days of the determination that a material breach exists.

(2) The city or county may request in writing to the department, the department's approval for an extension of time for the city or county to act and the reasons for the extension. Approval may not be unreasonably withheld by the department.

(3) The department shall notify the city or county 30 days prior to its exercise of any responsibility under this subdivision.

(4) This section shall not be construed to limit the authority of the Secretary of the Resources Agency under Section 16146 or 16147.

(s) (1) This section does not apply to any of the following:

(A) A building constructed prior to January 1, 2004, or a building for which a permit was issued by a city or county prior to January 1, 2004.

(B) A building that was not a material breach at the time of construction but became a material breach because of a change in law or ordinance.

(C) A building owned by the state.

(2) Subject to paragraphs (4) and (5), this section does not apply when a board or council cancels a contract pursuant to Article 5 (commencing with Section 51280), or a city terminates a contract pursuant to Section 51243.5, or when a public agency, as defined by subdivision (a) of Section 51291, acquires land subject to contract by, or in lieu of, eminent domain pursuant to Article 6 (commencing with Section 51290) unless either of the following occurs:

(A) The action terminating the contract is rescinded.

(B) A court determines that the cancellation or termination was not properly executed pursuant to this chapter, or that the land continues to be subject to the contract.

(3) On the motion of any party with standing to bring an action for breach, any court hearing an action challenging the termination of a contract entered into under this chapter shall consolidate any action for breach, including the remedies for material breach available pursuant to this section.

(4) Paragraph (2) shall not be applicable for a cancellation or termination occurring after January 1, 2004, unless the affected landowner provides to the administering board or council and to the department, within 30 days after the cancellation or termination, a notarized statement, in a form acceptable to the department, signed under penalty of perjury and filed with the county recorder, acknowledging that the breach provisions of this section may apply if any of the following conditions are met:

(A) The action by the local government is rescinded.

(B) A court permanently enjoins, voids, or rescinds the cancellation or termination.

(C) For any other reason, the land continues to be subject to the contract.

(5) Paragraph (2) does not apply for a cancellation or termination occurring before January 1, 2004, unless the landowner provides the statement required in paragraph (4) prior to the approval of a building permit necessary for the construction of a commercial, industrial, or residential building.

(t) It is the intent of the Legislature to encourage cities and counties, in consultation with contracting landowners and the department, to review existing Williamson Act enforcement programs and consider any additions or improvements that would make local enforcement more effective, equitable, or widely acceptable to the affected landowners. Cities and counties are also encouraged to include enforcement provisions within the terms of the contracts, with the consent of contracting landowners.

(u) The department and the city or county may agree to extend any deadline to act under this section, upon the request of the city and county, and the written approval of the director of the department.

(v) In order to promote the reasonable and equitable resolution of a potential material breach, if a potential material breach involves extenuating circumstances, the city or county and the landowner may agree to request that the department meet and confer with them for the purpose of developing a resolution of the potential material breach. If the department agrees to meet and confer with the landowner and city or county, the time requirements specified in this section shall be tolled. The resolution may include remedies authorized by law or not prohibited by law that are

agreed to by the landowner, city or county, and department. If the resolution resolves all outstanding issues under this section, the city or county shall terminate all proceedings pursuant to this section upon execution by the landowner, city or county, and department. The agreement executing the resolution shall be recorded in the county in which the affected parcel is located.

(w) A city or county shall not cancel a contract pursuant to Article 5 (commencing with Section 51280) to resolve a material breach except pursuant to this section.

CA Gov Code Section 51251 – Enforcement of Contracts:

The county, city, or landowner may **bring any action in court** necessary to enforce any contract, including, but not limited to, an action to enforce the contract by specific performance or injunction. An owner of land may bring any action in court to enforce a contract on land whose exterior boundary is within one mile of his land. An owner of land under contract may bring any action in court to enforce a contract on land located within the same county or city.

APPENDIX C

Zoning and Land Division Condition Related to Material Breaches of *California Land Conservation “Williamson” Act and Farmland Security Zone Contracts*

The following condition will be inserted as a condition of approval for all approvals for zoning permits and land divisions for land that is subject to a *California Land Conservation “Williamson” Act* and *Farmland Security Zone* contracts approved by Kings County.

1. The land upon which this project is located is subject to California Land Conservation (*or Farmland Security Zone*) Contract No. _____, in Agricultural Preserve (*or Farmland Security Zone*) No. ____–_____, recorded at (*document number or book and page*), on (*date*), Kings County Records. All land uses and structures located on this contracted land must comply with the “*Uniform Rules for Agricultural Preserves in Kings County*” and the requirement of the “*California Land Conservation ‘Williamson’ Act*”, specifically sections 51231, 51238, 51238.1, and 51250. Failure to comply with said *Uniform Rules* and *Act* may result in action taken by Kings County or the State of California to enforce the conditions of the contract. Such enforcement may result in substantial monetary penalties and termination of that portion of the *Williamson Act* Contract rendered incompatible.