

Board Members

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



Staff

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

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, May 12, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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

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

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The County of Kings hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Supervisors by teleconference going forward, and will close its Board Chambers to the public generally, except as described below, until further notice.

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- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 280 780 620#**.
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Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230



- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – David Robinson – Kings County Sheriff
PLEDGE OF ALLEGIANCE
- II. UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
- III. APPROVAL OF MINUTES**
A. Report out from Closed Session on May 5, 2020.
B. Approval of the minutes from the May 5, 2020 regular meeting and May 8, 2020 special meeting.
- IV. CONSENT CALENDAR**
A. Community Development Agency:
Consider adopting a Resolution authorizing updates to the Kings County First Time Homebuyer Program Guidelines as outlined in Exhibit A to the Resolution.
B. County Counsel:
Consider approving the Settlement and Release Agreement with Motorola Solutions, Inc. regarding the County’s Simulcast Project.
C. Health Department:
1. Consider:
a. Adopting a Resolution to secure one-time funds from California Department of Public Health, Division of Communicable Disease Control to implement public health activities in addressing gaps in core public health functions for Fiscal Years 2019-2020 through 2022-2023; and
b. Authorizing the Director of Public Health to sign, amend, extend, or renew the grant agreement without requiring further Board approval; and
c. Approve the budget change. **(4/5 vote required)**
D. Human Services Agency:
1. Consider:
a. Approving the increase in expense and revenue for the Categorical Aid Budget Unit due to a 14% Maximum Aid Payment increase across California Work Opportunity and Responsibility to Kids; and
b. Approve the budget change. **(4/5 vote required)**
E. Public Works Department:
1. Consider adopting a Resolution proclaiming May 17-23, 2020, as “National Public Works Week” in Kings County.
2. Consider adopting a Resolution certifying the County’s maintained road mileage for calendar year 2019.
F. Sheriff’s Department:
Consider adopting a Resolution authorizing participation in the Boating Safety and Enforcement Financial Aid Program, and authorizing the Sheriff to sign the grant Agreement.
- V. REGULAR AGENDA ITEMS**
A. Behavioral Health Department – Lisa Lewis/UnChong Parry
1. Consider adopting a Resolution proclaiming the month of May 2020 as Mental Health Matters Month in Kings County.



B. Public Works Department – Kevin McAlister/Tim Breshears

1. Consider:
 - a. Adopting a Resolution authorizing an inter-fund loan between the County’s General Fund and the County’s Fleet Fund (Internal Services Fund) for the purpose of replacing the Hickey Park irrigation well; and
 - b. Authorizing the Public Works Director to approve additional costs up to 10% of the contract amount, if necessary; and
 - c. Adopting the budget change. **(4/5 vote required)**

C. Administration – Rebecca Campbell

1. Consider:
 - a. Authorizing the County Administrative Officer or her designee to execute a Purchase Agreement with Garden Highway Mutual Water Company for water transfer under the 2020 Dry Year Water Transfer Program; and
 - b. Authorizing the County Administrative Officer or her designee to execute any future Purchase Agreements for water transfer under the 2020 Dry Year Water Transfer Program subject to County Counsel review.
2.
 - a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
 - b. Receive an update on a reopening plan and take action as necessary.

VI. 10:00 AM PUBLIC HEARING

A. Administration – Rebecca Campbell/Domingo Cruz

1.
 - a. Hold a public hearing to consider the first reading of Ordinance No. 520.22, Master Fee Ordinance; and
 - b. Consider introducing and waiving the reading of Ordinance No. 520.22.

VII. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

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

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



VIII. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: “BNSF Railway Company v. Alameda County, et al. US District Court Case No. 3:19-cv-07230-JCS [Govt. Code Section 54956.9(d)(1)]
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
 Negotiators: Rebecca Campbell, Roger Bradley, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Detentions Deputy Association
 - Prosecutor’s Association
 - Management
 - General - CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar – SEUI
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association

IX. ADJOURNMENT

The next regularly scheduled meeting is scheduled for May 19, 2020, at 9:00 a.m.

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

FUTURE MEETINGS AND EVENTS

May 19	9:00 AM	Regular Meeting
May 26	9:00 AM	Regular Meeting Cancelled in Observance of Memorial Day – May 25, 2020
June 2	9:00 AM	Regular Meeting
June 9	9:00 AM	Regular Meeting
June 16	9:00 AM	Regular Meeting

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



Staff

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

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, May 5, 2020
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230



- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Kevin McAlister
PLEDGE OF ALLEGIANCE
MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON, CRAIG PEDERSEN
MEMBERS ABSENT: RICHARD FAGUNDES
- II. UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
None
- III. APPROVAL OF MINUTES**
A. Report out from Closed Session on April 28, 2020.
REPORT OUT: LEE BURDICK STATED THAT THE BOARD DID NOT TAKE ANY REPORTABLE ACTION IN CLOSED SESSION ON APRIL 28, 2020.
B. Approval of the minutes from the April 28, 2020 regular meeting.
ACTION: APPROVED AS PRESENTED (CP, JN, RV, DV –Aye, RF-Absent)
- IV. CONSENT CALENDAR**
A. Human Services Agency:
1. Consider:
a. Authorizing the Purchasing Manager to approve the purchase of six Chevy Traverse and one 12 Passenger Van from the lowest dealer’s quote that can deliver vehicles before June 30, 2020; and
b. Approving the budget change. **(4/5 vote required)**
B. Job Training Office:
1. Consider:
a. Authorizing the Economic and Workforce Development Director to conduct a procurement compliant with the Workforce Innovation and Opportunity Act, specifically Title 2 Code of Federal Regulations Part 200 and Employment Development Department Workforce Services Directive WSD17-08; and
b. Approving a contract with a vendor selected after a compliant procurement process has been completed and the Employment Development Department has authorized the expenditure not to exceed \$150,000.
ACTION: APPROVED CONSENT CALENDAR AS PRESENTED (JN, CP, RV, DV-Aye, RF-Absent)
- V. REGULAR AGENDA ITEMS**
A. Community Development Agency – Greg Gatzka
Monthly report of the Planning Commission’s actions from their May 4, 2020 meeting.
INFORMATION ONLY - NOA
B. Department of Public Health – Edward Hill
1. Consider:
a. Authorizing the Director of Public Health to accept the COVID-19 Crisis Response Funding from the California Department of Public Health, Emergency Preparedness Office to support the needs of the people of Kings County to prevent, prepare for, and respond to COVID-19; and
b. Approving the budget change. **(4/5 vote required)**
ACTION: APPROVED AS PRESENTED (JN, CP, RV, DV-Aye, RF-Absent)



C. Administration – Rebecca Campbell

1. Consider:
 - a. Approving an annual agreement with the CrisCom Company for State Legislative Lobbying services; or
 - b. Placing State lobbying services on hold until fiscal impacts become clear; or
 - c. Taking an alternative action.

ITEM WAS PULLED BY STAFF AND WILL BE BROUGHT BACK ON A FUTURE AGENDA

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

THE BOARD RECEIVED AN UPDATE AND DIRECTED STAFF TO PLAN A SPECIAL MEETING ON MAY 8, 2020 DEPENDENT UPON THE GOVERNORS INFORMATION RECEIVED ON MAY 7, 2020 REGARDING REOPENING PROTOCOLS. NO OFFICIAL ACTION WAS TAKEN.

VI.

BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves stated that Central California Blood Center is in need of blood donations, he stated that he participates weekly in the Emergency Operation Center meetings, participated in the restaurant food program meeting and discussed water releases on the Kings River.

Supervisor Valle thanked Kings County Public Health Department Director Ed Hill for his participation on the facebook live event feed he held last week.

Supervisor Verboon stated that he would be participating in the KMPH Channel 26 Town Hall meeting on May 7, 2020 to discuss opening protocols for the State and County.

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received letters from the California Water Boards – Notice of petition – transfer of water from South Sutter, Caltrans – proposal to replace the Kings River Bridge on State Route 41, Cinemark – Temporary closures of movie theatres and layoffs, Fry’s Electronics – notice of layoffs, Kinder Morgan – 811 request, T-mobile – request for refund of property taxes, Wench – Air quality monitoring at the Kettleman City Hills Facility, Olam – Notice of mass layoffs at Lemoore plant, Francesca Schuler, Chief Executive Officer of Inshape – Letter regarding reopening recommendations for Inshape facilities, Dept of Fish & Game – Receipt of petition to change the status of multiple species from threatened to endangered.**
- ◆ **Upcoming Events: Rebecca Campbell stated that May is Mental Health Awareness month.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated that staff will work on the special meeting agenda for May 8, 2020 and future agenda items will be: Admin – Covid-19 update, Admin – Master Fee Schedule Amendment – Public Hearing, Admin – Board Salary Ordinance, County Counsel – Motorola Settlement Agreement, Public Works – National Public Works Week, Public Works – Maintained Mileage Resolution, Public Works – Park loan from Fleet, Admin – Master Fee Schedule Amendment Adoption.**



VII. CLOSED SESSION

- ◆ **Litigation initiated formally.** The title is: “BNSF Railway Company v. Alameda County, et al. US District Court Case No. 3:19-cv-07230-JCS [Govt. Code Section 54956.9(d)(1)]
- ◆ **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, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Detentions Deputy Association
 - Prosecutor’s Association
 - Management
 - General - CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar – SEUI
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association

REPORT OUT: LEE BURDICK, COUNTY COUNSEL STATED THAT SHE DID NOT ANTICIPATE ANY REPORTABLE ACTION BEING TAKEN IN CLOSED SESSION TODAY.

VIII. ADJOURNMENT

The next regularly scheduled meeting is scheduled for May 12, 2020, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

May 12	9:00 AM	Regular Meeting
May 12	11:00 AM	California Public Finance Authority Regular Meeting
May 12	11:00 AM	California Community Housing Agency Regular Meeting
May 19	9:00 AM	Regular Meeting
May 26	9:00 AM	Regular Meeting Cancelled in Observance of Memorial Day – May 25, 2020
June 2	9:00 AM	Regular Meeting
June 9	9:00 AM	Regular Meeting
June 16	9:00 AM	Regular Meeting

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Staff

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

Date: Friday, May 8, 2020
Time: 2:00 p.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230

- I. 2:00 PM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
PLEDGE OF ALLEGIANCE



MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON, CRAIG PEDERSEN
MEMBERS ABSENT: RICHARD FAGUNDES

II. UNSCHEDULED APPEARANCES

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

Rebecca Campbell, County Administrative Officer stated that the Board received a letter from John Draxler, Hanford City Mayor in support of the opening of the County and it will be included as attachment A to the Action Summary.

III. REGULAR AGENDA ITEMS

A. Administration – Rebecca Campbell

1. Consider adopting a Resolution recognizing May 6-12, 2020 as National Nurses Week in Kings County. **[Reso 20-031]**

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

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

THE BOARD RECEIVED AN UPDATE AND TOOK NO REPORTABLE ACTION .

IV. ADJOURNMENT

The next regularly scheduled meeting is scheduled for May 12, 2020, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

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H A N F O R D

 CALIFORNIA 93230
 CITY OFFICES 319 NORTH DOUTY STREET

 MAYOR
 JOHN DRAXLER
 VICE-MAYOR
 FRANCISCO RAMIREZ
 COUNCIL MEMBERS
 MARTIN DEVINE
 ART BRIENO
 SUE SORENSEN
 CITY MANAGER
 MARIO CIFUENTEZ II
 CITY ATTORNEY
 ROBERT M. DOWD

May 6, 2020

Doug Verboon, Chairman
 Kings County Board of Supervisors
 1400 West Lacey Boulevard
 Hanford, CA 93230

RE: Letter of Support – Kings County’s Plan for Reopening

Dear Chairman Verboon and members of the Board:

On behalf of the City of Hanford, I want to express our appreciation for the efforts that the Board has taken so far toward developing a plan to reopen our County and to restore our local economy. As the Board intends to consider specific guidelines for reopening of businesses at the special board meeting scheduled for Friday, May 8th, the Hanford City Council asks the Board to take advantage of the Governor’s recognition of regional variances and include a broad range of businesses in the County’s plan to reopen.

While the Governor has finally allowed a shift in his reopening plan to Phase 2, he has also said many times that “local governments will need to determine their own version of the ‘new normal.’” Therefore, the Hanford City Council is asking the Board to Partner with the City of Hanford in defining Kings County’s “normal” for Stage 2. Gone from the Governor’s plan are the designations of Essential and Nonessential. Businesses are now referred to as lower and higher risk workplaces based on their propensity to require close proximity to other people. Using that criteria, the Hanford City Council would ask the County to include guidelines in the reopening plan that would limit the number of customers in the Barbershops and Hair Salons to curtail the degree of close proximity interactions. We would also ask the guidelines be established that would allow for the reopening of most retail businesses.

All of the business types that are identified above have made pleas for help from our Council. They have all stated an urgent need to reopen and have agreed to any operating conditions that may be imposed upon them in order to mitigate the risk of transmission of COVID-19. Accordingly, our City Council would urge the Board to include the following businesses along with the others that the State has included in Stage 2 as long as those businesses have a complete reopening plan to mitigate the transmission of disease and is consistent with any guidelines to be approved by the Board:

- Barbershops
- Hair Salons
- Churches
- Shopping Malls

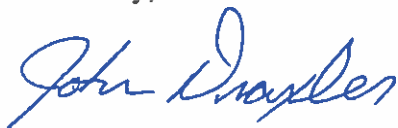
Page 2

Ltr to Board on Reopening

We are excited to continue the collaborative partnership that our governing bodies have enjoyed to this point. We are confident that together we can reopen our County and City and restore Kings County's economy to its previous strength.

If you have any questions about this letter of support, please contact John Draxler at jdraxler@cityofhanfordca.com.

Sincerely,

A handwritten signature in blue ink that reads "John Draxler". The signature is written in a cursive, flowing style.

John Draxler
Mayor



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 12, 2020

SUBMITTED BY: Community Development Agency – Greg Gatzka/Alex Hernandez
SUBJECT: UPDATES TO THE KINGS COUNTY FIRST TIME HOMEBUYER PROGRAM GUIDELINES

SUMMARY:

Overview:

Kings County has established Program Guidelines that govern the administration of its First Time Homebuyer Program. The County anticipates receiving funding to implement this program from the State Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program and Home Investment Partnerships Program (HOME). The proposed update of the Guidelines is necessary to comply with new or revised requirements of the CDBG and HOME Program.

Recommendation:

Adopt a Resolution authorizing updates to the Kings County First Time Homebuyer Program Guidelines as outlined in Exhibit A to the Resolution.

Fiscal Impact:

None to the General Fund.

BACKGROUND:

The updates to the First Time Homebuyer Program Guidelines are minor in nature but are required by HCD. These changes include updates and additions to various program limits and changes in phrasing for clarification purposes.

Therefore, staff recommends that your Board adopt the attached resolution, which authorizes the updates to the Kings County First Time Home Buyer Program Guidelines, which are required for Kings County to be in compliance with HOME and CDBG Standards.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

County of Kings

Homebuyer Acquisition Only/ Acquisition with Rehabilitation Program Guidelines

For:

CalHome Program
Community Development Block Grant
(CDBG) Program and
HOME Investment Partnerships Program

Serving the
County of Kings

Ver. 2019.1
Approved by HOME 9-25-2019
pending CDBG Approval

HOMEBUYER PROGRAM GUIDELINES

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COUNTY OF KINGS

HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor,” has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the “Program”) is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as “housing units”, located within the Program’s eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of deferred payment “silent” second priority loans as “Gap” financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence. The Program will be administered by Self-Help Enterprises, (the “Program Operator”).

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

- A. The Fair Housing Lender logo and Accessibility logo will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program will sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. The Program Operator will work with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.
- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure

effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

- A. The Sponsor maintains a waiting list of applicants. When applicants are placed on the list, they are sent a Program Brochure and Instructions to Home Buyer (Attachment G) and directed to the Program Operator's HUD and CalHome approved Homebuyer Counseling and Education Program. Each applicant must participate in the Homebuyer Counseling and Education Program and receive a certificate of completion to be eligible for the Sponsor's Homebuyer Program.
- B. Once the applicant's name comes to the top of the waiting list, a phone interview is conducted to gather sufficient information concerning household size and composition, income, employment, and credit history to establish preliminary eligibility for Program participation. The potential homebuyer is advised to interview and compare lenders to start the pre-qualification process for a primary loan. Potential homebuyers are advised that funds will be available on a first-come, first-served basis upon receipt of a complete application package and pre-qualification letter from the applicant's primary lender.
- C. The Program Operator will provide an income and asset form, submission form, and lender cover letter to the potential homebuyer's primary lender for completion. In addition to these documents, the primary lender must submit a complete application package and pre-qualification letter to the Program Operator on behalf of the applicant. Completed applications are processed on a first-come, first-served basis. Applications are deemed complete only if all information is completed, the application is signed and dated, and a primary lender's pre-qualification information is included. Incomplete applications are returned to the primary lender and will not be date/time stamped until complete.
- D. Upon receipt of a complete application package, the Program Operator will confirm Program eligibility of the potential homebuyer. Upon eligibility confirmation, the Program Operator will send both the potential homebuyer and primary lender the following documents: pre-qualification letter, mortgage commitment letter with a list of conditions, Sellers Lead-Based Paint (LBP) Disclosure (Attachment E), and Notice to Seller (Attachment F). In the event the potential homebuyer is found to be ineligible, the applicant will receive a denial letter with an explanation of the reason(s) for denial and the appeal process.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant will receive a denial letter with an explanation and may re-apply after six months have elapsed from the time of written assistance denial.

- E. The potential homebuyer is given 90 days in order to find a qualified home. If during the 90-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot participate in the

Program, the reservation of funds expires and the next person on the waiting list is given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

A. The following is a simplified example of how a primary lender would analyze a homebuyer’s finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

DEBT SERVICE FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH		
HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS
Principal & Interest Payment	\$ 865	\$1,180 Housing
Insurance	82	+200 Other Debt Service
Taxes	<u>233</u>	\$1,380 Total Debt Service
Total Housing Expense (PITI is 35% of \$3,388)	\$1,180	(Overall debt service per month is 41% of \$3,388)
OTHER HOUSEHOLD DEBT SERVICE		
Car Payment	\$ 150	
Credit Card Payment	<u>50</u>	
Total Other Debt	\$ 200	
<p>A \$865 per month loan payment equates to borrowing \$143,000 at 5.88% for a 30 year term.</p>		

SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH	
Purchase Price of Property	\$ 280,000
Less Primary loan amount*	143,000
Less down payment of 1%	<u>2,800</u>
Equals “GAP”	\$ 134,200
Plus estimated allowable settlement charges	<u>8,400</u>
Equals Total Subsidy	\$ 142,600
<p>*Primary loan amount must be the maximum amount for which the family can qualify.</p>	

B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:

- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and

- 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser;
 - 3) The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and safety standards.
 - 4) All housing units built prior to January 1, 1978 will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
 - 5) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance;
 - 6) The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, or vacant for three months prior to submission of the purchase offer.
 - 7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits executed standard form, purchase and sale agreement, and primary lender prequalification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial, and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.
- E. When Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- F. At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the Sponsor as insured is also required.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Sponsor. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement. If the Primary Lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.
- B. Homebuyer funds shall be used in the following order:
- 1) Down payment – Homebuyer must contribute a minimum down payment of one percent (1%) of the purchase price, but may contribute more, if desired.

- 2) To the extent possible after satisfying 1), above, appraisal fee; cost of credit report; the loan origination fee; discount points; customary homebuyer closing costs; homebuyer's customary portion of the escrow fees; title insurance; and, the establishment of impound accounts for property taxes and insurance.
 - 3) After 1) and 2), above, are satisfied, any balance of homebuyer funds may be applied either to the purchase price or to reduce the interest rate of the primary loan as necessary.
- C. If the items in B.2), above cannot be satisfied with homebuyer funds, the Sponsor will provide additional Program loan assistance to cover the remaining balance.
 - D. Sponsor subsidy will reduce the amount of the primary lender's loan so that the payments of monthly housing costs are within approximately 25% to 35% of the gross household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program. The Sponsor's subsidy cannot exceed fifty percent (50%) of the acquisition costs (purchase price plus all closing costs).
 - E. Sponsor's subsidy cannot exceed the amount of the primary mortgage.

1.5. INDIVIDUAL DEVELOPMENT ACCOUNT PROGRAM – For CDBG Only

The Individual Development Account (IDA) Program is designed to assist participants in developing a savings pattern and eventually in purchasing a lasting asset, in the form of funds saved for Homebuyer down payments and closing costs.

- A. To receive IDA Program approval, each participant must be employed and receiving "earned income".
- B. Following approval, Self-Help Enterprises (the "IDA Program Operator") will open an account at the IDA approved partner bank.
- C. Enrollment in the IDA Program is considered complete once each participant completes a mandatory nine (9) hours of Financial Fitness Education. This includes a two (2) hour session with a banker which occurs during their first visit to make their initial bank deposit. Each participant must also complete eight (8) hours of Homebuyer Counseling and Education within six (6) months of enrollment.
- D. Each participant is required to make a minimum monthly deposit of twenty-five dollars (\$25) into the savings account established by the IDA Program Operator. The minimum length of participation in the IDA Program is six (6) months and the participant may not miss more than three (3) deposits within a twelve (12) month period.
- E. Each participant will receive a 3:1 match up to the first \$1,000 of their savings. There is a maximum of three thousand dollars (\$3,000) match per participant and six thousand dollars (\$6,000) match per household. The maximum three thousand dollars (\$3,000) match funds are made up of one thousand five hundred dollars (\$1,500) in Federal Funds from California Coalition of Rural Housing (CCRH) and one thousand five hundred dollars (\$1,500) Non-Federal Funds from Sponsor.
- F. Participants will receive quarterly account updates showing the amount of matching funds earned.

- G. Matching funds, that are not CDBG funds, will remain in the project reserve account until a property has been located, escrow is opened, and a withdrawal request has been approved; at which time, funds will be sent directly to escrow on behalf of the participant.
- H. All match funds must be used to purchase a home. Any unused match funds will be applied as a principal reduction. If a participant terminates their IDA involvement prior to purchasing a home, the participant will only have access to the funds they have deposited. If a participant closes the savings account established by the IDA Program Operator, IDA Program involvement will be considered terminated.

1.6. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the Sponsor, Program Operator, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to attend a Sponsor-approved homebuyer education class. The homebuyer education class will cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; impact of refinancing and loan servicing. Methods of homebuyer counseling and education may include, but are not limited to: online education, one-on-one counseling between homebuyer, counselor and family/individual and/or group workshops and informational sessions. Tools of instruction may include fliers, brochures, power point presentations, worksheets, etc.

1.7. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's Program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Sections 570.489 (h) and 570.611, as well as 18 U.S. Code Section 208 shall be followed for CDBG assistance, and for CalHome-funded programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.

For HOME assistance, Section 92.356 of the HOME Final Rule shall be followed, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed

official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation project. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the project. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

1.8. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any Program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD Program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. (Attachment C)

The link to the official HCD- maintained income limits is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

Household: Means one or more persons who will occupy a housing unit. For HOME and CDBG, unborn children count in family size determination. For CalHome, unborn children are not counted.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD Program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine Program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

See Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets, however, is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (*Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.*) See **Attachment B.**

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including, for example, penalties or fees for converting financial holdings and costs for selling real property. For HOME and CDBG, the cash value (rather than the market value) of an item is counted as an asset. For CalHome, the market value of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

For CDBG, an eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. CDBG-funded Programs may assist eligible homebuyers who are not “first-time” homebuyers.

HOME and CalHome-funded Programs are required to use the following definition of an eligible homebuyer, which is a “first-time homebuyer” from 8201(l) Title 25 California Code of Regulations:

“First-time homebuyer” means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

- 1) a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
- 2) a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
- 3) an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: “Within the unincorporated Kings County areas.”

B. Housing unit types eligible for the Homebuyer Program are new or previously owned single-family residences, condominiums, or manufactured homes in mobile home parks, in common-interest developments or on a single-family lot and placed on a permanent

foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.

~~B. Housing unit size shall be sufficient to meet the needs of the homebuyer household, without overcrowding. For HOME funded Programs, housing must be “modest”, having no more than three bedrooms, two bathrooms, and a two car garage. Larger homes are acceptable if necessary for the following reasons:~~

- ~~• The family size necessitates additional bedroom(s)/bathroom(s), or;~~
- ~~• A reasonable accommodation is necessary due to the family’s disability (e.g. an extra bedroom for an aide).~~

~~C. Exceptions for these reasons must be approved by the Loan Review Committee and must be documented for monitoring purposes. For all funding sources, the number of bedrooms will be determined by the appraisal. In addition, in-ground pools may not be eligible if the cost of pool maintenance and operation (utilities) causes the housing ratio to exceed 4035%.~~

~~Exceptions for the reasons must be approved by the Loan Review Committee and must be documented for monitoring purposes. For all funding sources, the number of bedrooms will be determined by the appraisal.~~

~~D. All housing units must be in compliance with State and local codes and ordinances.~~

~~D.E. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the Sponsor as loss payee in order to close escrow.~~

3.2. CONDITIONS

A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) The Program Operator, a certified housing inspector, or a Sponsor representative will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller.

If there are one or more health and safety deficiencies, and/or violations of applicable building codes noted in the written report, the Sponsor will approve the subsidy only if:

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- a. Repair prior to close of escrow. The buyer and seller agree to make necessary repairs to the dwelling unit prior to transfer of property ownership at their own expense; or,
 - b. HOME acquisition and rehabilitation loan. If HOME funds are available, the buyer may use some of the Sponsor's First-Time Homebuyer loan and other funds to make necessary and other repairs up to a maximum of 100% combined loan-to-value, unless up to 105% based on the purchase transaction. All health and safety hazards and code violations must be addressed under this option. Examples of allowable expenses include, but are not limited to: foundation repair, electrical repair or rewiring, plumbing or sewer repair, roof repair or replacement, heating and cooling system installation or repair, water damage repair, and repair of structurally-significant damaged wood. Weatherization, energy-related improvements and General Property Improvements are allowable, but General Property Improvements are limited to a maximum of 15% of the overall rehabilitation cost. Buyers should note that the use of any Program funds for rehabilitation on a home built before 1978 may incur additional lead-based paint testing. Hiring of a contractor and completion of repairs will be conducted in accordance with the section entitled "Acquisition with Rehabilitation Process" below.
- 2) New homes must comply with current local health and safety standards and all applicable federal, state, and local building codes as evidenced by a building permit finalized by the City Building Division.
 - 3) When the Sponsor's Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C. will apply.
 - 4) A clear pest inspection report will be required for each housing unit. Smoke detectors will be installed if there are none in place. The Program Operator will encourage each homebuyer to secure a homeowner's warranty policy as part of the purchase of a resale housing unit.
 - 5) With the exception of 1)b. above, upon completion of all work required by the Program Operator, Sponsor, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.
- B. Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the Affordability Period. Note – This does not apply to CDBG and CalHome assistance.

The HOME Affordability Period is as follows (amount does not include Activity Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

C. **Lead-Based Paint Hazards:** All housing units built prior to 1978 for which HOME or CDBG funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD’s online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. HOME and CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these Programs may incorporate the costs into the calculation of Program assistance.

The following requirements must be met:

- 1) **Notification:** a) Prior to homebuyer’s obligation to purchase a pre-1978 home, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet “*Protect Your Family From Lead in Your Home*”. (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor’s homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).
 - 2) **Disclosure:** Prior to the homebuyer’s obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment E), “Seller’s Lead-based Paint Disclosure” notice must be provided by the seller to the homebuyer.
 - 3) **Inspections:** The Inspector shall conduct a “Visual Assessment” of all the dwelling unit’s painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
 - 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor’s and workers’ appropriate proof of LBP training, as applicable to the project in order to assure that only qualified contractors and workers are allowed to perform the mitigation.
- D. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser’s file (See Attachment I).

3.3. ACQUISITION WITH REHABILITATION PROCESS – HOME-funded projects only

As noted above, when HOME funding is available for First-Time Homebuyer assistance, funds (from all sources) may be used to bring the unit into compliance with health and safety standards, and/or to correct code violations. If such repairs are required, a portion of this money may be used to make accessibility modifications for a household member with a disability. Weatherization, energy-related improvements and General Property Improvements are allowable, but General Property Improvements are limited under the HOME Program to a maximum of 15% of the overall rehabilitation cost.

IMPORTANT: No later than six (6) months following close of escrow, repairs to the housing unit must address ALL health and safety and code issues, to be in compliance with HOME regulations; otherwise, the loan becomes due and payable.

If a portion of the Program loan is used for acquisition with rehabilitation, the following process will be followed:

- A. The buyer will be responsible for obtaining three (3) bids from qualified licensed contractors. The Sponsor's Program Operator has a list of qualified contractors, or the applicant may solicit bids from other licensed contractors if they meet the standards described below.
- B. Any funds used for rehabilitation on homes built prior to 1978 will require testing for lead based paint. If the total rehabilitation funds are equal to or less than \$5,000, all surfaces disturbed during rehabilitation and lead hazard reduction must be repaired using safe work practices. If total rehabilitation is between \$5,000 and \$10,000, lead based paint must either be presumed to be present or testing and risk assessment are required. Lead hazard reduction activities must be conducted using safe work practices. The Sponsor will provide a grant to cover all expenses incurred as a result of lead-based paint as noted in the section entitled *Lead Based Paint Hazards* above.
- C. Contractors must hold a current and valid State of California General Contractor's license if the work consists of correction of health and safety issues or code violations. For accessibility modifications, the Sponsor may exercise discretion regarding contractors' requirements. The contractor may not be on the State or Federal debarred contractor lists. The contractor must have current and valid general liability and workmen's compensation insurance if applicable. The contractor must provide a one-year warranty for the work per State regulations.
- D. The buyer will review the bids with the Program Operator and the Sponsor to ensure that the scope of work will correct any deficiencies, that it only includes allowable expenses and that the bids are reasonable, competitive and complete.
- E. The applicant will select a contractor from one of the Sponsor's/Program Operator's approved bids. All bidding contractors will be notified of the status of their proposals.
- F. The applicant will enter into a contract with the contractor selected (see Attachment J).
- G. The contractor will be responsible for securing all required permits for the scope of work.

- H. Work may not commence until the close of the acquisition loan.
- I. As work progresses, the contractor shall provide the buyer with a completed Payment and Construction Approval form (Attachment K) to request progress payments as outlined in the contract terms. The form must be signed by the contractor, the buyer, and the Program Operator before a payment may be issued to the contractor.
- J. Final payment of a 10% retention will be released to contractor once the contractor submits the following to the Program Operator: (1) lien releases from any subcontractors, material suppliers, and laborers; (2) final or signed off Building Inspection card for contracted work (if applicable); and (3) Notice of Completion.

3.4. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or Program for which HUD financial assistance (including CDBG and HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. Section 104(d) of the Housing and Community Development Act of 1974

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME or CDBG, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME or CDBG assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

3.5. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded Programs).

4.0. PURCHASE PRICE LIMITS

The purchase price limits and appraised post-rehabilitation value for this Program shall not exceed the Maximum HOME Program Purchase Price/After-Rehab Value Limit for Sponsor's county as updated by HCD or HUD.

Note: For HOME- and CalHome-funded Programs the home purchase price of owner-occupied and homebuyer properties must be limited as follows: For CalHome-funded Programs, the maximum allowable sales price or the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home in the county in which the CalHome Program is located; for HOME-funded Programs the value (with or without rehabilitation) cannot exceed 95 percent of the area median purchase price as established by HCD and HUD.

Attachment C: MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS

*Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan").

5.1. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, mortgage insurance, and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 25% and 42% and is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like car or personal loans and credit card debt, as well as child support and alimony payments. *Note: Qualifying ratio guidelines can be somewhat flexible depending on the loan-to-value ratios. The higher the LTV, the more conservative the ratios should be. A qualifying ratio higher than the guidelines may be acceptable if there are compensating factors. Some examples of compensating factors are: 1) the prospective homebuyer has successfully demonstrated that over a minimum 12-month period the ability to pay housing costs equal to or greater than*

the proposed monthly housing costs for the home to be purchased; 2) the prospective homebuyer is a limited user of credit and they show a history of being able to save money; 3) there will be no more than a 5% increase in the prospective homebuyer's housing expense. These exceptions will be approved by the Sponsor's loan committee and documented for the file.

5.2. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA. No temporary interest rate buy-downs are permitted.

5.3. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

5.4. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

6.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

For HOME, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the maximum HOME subsidy limit per unit for Sponsor's county, per the HCD website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml#cdbg> and **shall never exceed the amount of the primary mortgage.** See Attachment C. Any approved "grant" amount for lead-based paint evaluation and reduction activities or for relocation assistance (for HOME-funded projects only), as well as activity delivery, shall be included in this amount, but will not be a part of the loan. For Programs funded with CalHome funds, the maximum assistance to a homebuyer will not exceed the maximum amount identified in the most current NOFA, which will be listed on Attachment C once known. Note: CalHome re-use funds are not subject to grant limits identified in the most recent NOFA.

6.2. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, title report and title insurance, title updates and/or related costs may be included in the Program loan.

6.3. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.1. Each borrower shall receive only the subsidy needed

to allow them to become homeowners (“the Gap”) while keeping their housing costs affordable. The Program Operator will use the “front-end ratio” of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus non-recurring closing costs) less down payment, and the amount of the primary loan.

6.4. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan (DPL).

For HOME and CDBG, the Program loan’s term shall be for as long as the primary loan, plus 15 years. For CalHome, the Program loan’s term shall be for 30 years. The interest rate shall be 0% simple interest. All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven (foreclosure is a forced sale; nothing is voluntarily forgiven). The loan period cannot be extended except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

Note – If it is determined by the Sponsor that repayment of a CalHome Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:

1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time, or;
2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.

6.5. COMBINED LOAN-TO-VALUE RATIO

For CalHome, the loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price, plus a maximum of up to 5 percent of the sales price, to cover actual, non-recurring closing costs.

For HOME and CDBG, the loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the appraised value of the property, plus a maximum of up to 5 percent of the sales price, to cover actual, non-recurring closing costs.

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, without penalty.

7.2. RECEIVING LOAN PAYMENTS

A. Program loan payments will be made to:

County of Kings
Community Development Agency
1400 W. Lacey Blvd.
Hanford, CA 93230

B. The Sponsor will be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as required by HCD Programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

In the event that an owner sells, transfers title, or discontinues residency in the purchased property for any reason, the principal balance of the DPL is due and payable, except:

A. For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:

- 1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
- 2) a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
 - a. a transfer where the spouse becomes an owner of the property;
 - b. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
 - c. a transfer into an inter vivos trust in which the borrower is and remains the beneficiary and occupant of the property.

B. For HOME and CDBG, if the owner of the property dies, and the heir to the property meets income requirements, the First-Time Homebuyer definition, and intends to occupy the home as a principal residence, the heir may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir qualifies for under the current participation guidelines. If the property owner dies and the heir does not meet eligibility requirements, the loan is due and payable.

- C. If an owner wants to convert the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.
- D. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment D for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

Sponsor or their designated Loan Servicing Agent will annually monitor and certify in the loan file that the Borrower and their housing unit are adhering to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the Sponsor's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator

will request any additional documents needed. Documents may be faxed, but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will do an income certification (using most recent HCD Program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of Notice of Default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined by only physical inspection, such as correct survey lines;

encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

With today's high costs, in order for a low-income household to obtain a home, several funding sources might be required. Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's Loan Committee and/or governing body. Changes shall then be sent to HCD for approval.

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS – FOR HOME & CDBG

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

(a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- (5) Income of a live-in aide, as defined in §5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) (i) Amounts received under training programs funded by HUD;
- (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- (15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See <https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing> for most recent notice]

(d) *Annualization of income*. If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT A-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

“Gross income” shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

“Income” shall consist of the following:

- (a) Except as provided in subdivision (b), “Exclusions”, all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:
- (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
 - (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
 - (3) Interest and dividends;
 - (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay;
 - (6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
 - (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

Title 25 Section 6914 Gross Income Exclusions

- (b) The following items shall not be considered as income:
- (1) Casual, sporadic or irregular gift items;
 - (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
 - (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
 - (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income;
 - (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
 - (6) Relocation payments made pursuant to federal, state, or local relocation law;
 - (7) Foster child care payments;
 - (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household;
 - (9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:
 - (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - (B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT B

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C

**MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR KINGS COUNTY
(HOME Value Limits as of 4/15/2019/2020)**

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
\$220,228,000	\$284,323,000

CALHOME MAXIMUM SALES PRICE / VALUE LIMIT

For homes assisted with a CalHome Program loan, the maximum allowable sales price or the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home in the county in which the CalHome Program is located. The source of the data for the maximum sales price/value limits that will be used will be the FHA 203(b) one-family limits.

HOME SUBSIDY LIMITS PER UNIT FOR KINGS COUNTY

(Limits are effective 5/09/2019)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$149,868	\$171,802	\$208,913	\$270,266	\$296,666

CURRENT INCOME LIMITS FOR THE AREA (FOR HOME/CDBG)

(Limits became effective 6/28/2019)

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$36,300	\$41,500	\$46,700	\$51,850	\$56,000	\$60,150	\$64,300	\$68,450

CURRENT INCOME LIMITS FOR THE AREA (FOR CALHOME)

(Limits are effective as of 6/9/2017)

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$33,365 \$30,300	\$38,413 500	\$43,461 \$700	\$47,519 \$850	\$51,567 \$900	\$55,606 \$150	\$59,644 \$300	\$63,682 \$450

*Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is:
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>
 (for HOME and CDBG limits, choose "State CDBG, HOME and NHTF - Income, Value and Rent Limits"; for CalHome income limits, choose "Official State Income Limits")

SPONSOR STANDARDS FOR BEDROOMS AND BATHROOMS TO PREVENT
OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite sex children 6 years of age and older may have their own bedroom.
- ~~Children~~ Same sex children of any age may share a bedroom, up to 2 children per bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom is allowable.
- 8 or more people – a third bathroom is allowable.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

LOAN SERVICING POLICIES AND PROCEDURES FOR THE COUNTY OF KINGS

The County of Kings, hereafter called “Sponsor,” has adopted these policies and procedures in order to preserve its financial interest in properties whose “Borrowers” have been assisted with public funds. The Sponsor will, to the greatest extent possible, follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions that are associated with them.

The Sponsor may, at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program. For CalHome, the Sponsor must obtain prior approval from HCD and must provide HCD a copy of the contract.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan; 8) the Sponsor as Senior Lienholder; and 9) processing of demands and payoffs.

1. Loan Repayments:

The Sponsor will collect monthly payments from those Borrowers who are obligated to do so under Notes that are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly due date.

For Notes that are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

At time of completion, the funds expended on a housing unit will be compared to the Note amount. Any funds not expended at completion will be considered a “principal reduction” and will be applied to the principal loan balance thereby lowering the amount owed by the Borrower. Borrowers will receive a closeout letter after the 30-day retention period indicating the amount of their Note, the credit, and the ending balance on their loan. A copy of this credit along with the final cost breakdown will be retained in the Borrower’s file.

The State HOME Program “HOME” has selected the Recapture option of ensuring the affordability of housing acquired by HOME-assisted homebuyers.

There is no affordability period in the Sponsor’s Housing Rehabilitation Program; therefore, all payments and payoffs received are Program Income.

Recaptured funds and Program Income do not have to be expended on the same type of activity as that from which the funds were generated, but they are required to be expended on other HOME activities before any new HOME funds can be drawn down from the Treasury (24 CFR 504(c)(viii)).

Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the affordability period. Note – This does not apply to CDBG and CalHome assistance.

For HOME-assisted loans approved by the Sponsor under the First-Time Homebuyer Program, the HOME Affordability Period is as follows (amount does not include Activity Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. If Borrower fails to maintain the necessary insurance, the Sponsor may use non-grant funds to take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower’s new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the Sponsor as loss payee will be required at close of escrow. The Sponsor must verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes, the Sponsor may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower’s loan is in second position behind an existing first mortgage, it is the Sponsor’s policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor’s loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of

foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Verification:

On owner-occupant loans, the Sponsor requires that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan.

Occupancy will be verified, reviewed and certified by the submission of the following:

- A. Proof of occupancy in the form of a copy of a current utility bill; and
- B. Statement of unit's continued use as primary residence of the owner.
- C. Declaration that other title holders do not reside on the premises;
- D. Verification that Property Taxes are current; and
- E. Verification of current required insurance policies.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor, or its designated Loan Servicing Agent, and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low-income families.

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's Loan Committee (depends on the HCD Program). Note – CalHome loans are not assumable.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan is due and payable. All such changes are subject to the review and approval of the Sponsor's Loan Committee. Note – CalHome loans are not assumable.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the

household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

For CalHome, the following transfers of interest shall not require the repayment of the CalHome Program loan:

- A. transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
- B. a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
 - 1) a transfer where the spouse becomes an owner of the property;
 - 2) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
 - 3) a transfer into an inter vivos trust in which the borrower is and remains the beneficiary and occupant of the property.

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no “cash out” as part of the refinance. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the existing housing cost of the household. The total indebtedness on the property should not exceed the current market value except when the Borrower is obtaining a HARP II or other similar federally approved refinance loan. If the HARP II or other similar financing is approved and meets all other requirements, combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

- A. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA;
- B. not have a temporary interest rate buy-down;
- C. have a term “all due and payable” that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note should be modified to coincide with the maturity date of the new first mortgage; and,
- D. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans; the Sponsor, or its designated Loan Servicing Agent, will send out a letter to the Borrower notifying them of the

default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

8. Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

- A. Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- B. Can the Borrower refinance with a private lender and pay off the Sponsor?
- C. Can the Borrower sell the property and pay off the Sponsor?
- D. Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)

E. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer Program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

9. Process Demands and Payoffs:

Requests for demands and payoffs will be processed within the timeframe allowed by law. Sponsor or its designated Loan Servicing Agent is proficient in performing the related calculations. Reconveyance and lien releases would be prepared for processing by a qualified Title Company.

ATTACHMENT E
SELLERS LEAD-BASED PAINT DISCLOSURE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

ATTACHMENT F

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer

DECLARATION

This is to inform you that _____ would like to purchase the property, located at _____, if a satisfactory agreement can be reached. We are prepared to pay \$_____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, _____ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the agency/Sponsor _____ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$_____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at:

_____. If you have any questions about this matter, please contact _____ at _____.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer (Page 2)

Acknowledgement

As the Seller I/we understand that the _____ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the Sponsor's Program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

Vacant at least 3 months; Owner-occupied; New; or Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose to withdraw or not to withdraw, from the Purchase Agreement.

~~Vacant at least 3 months; Owner occupied; New; or Being Purchased by Occupant~~

~~I/we hereby certify that I have read and understand this "Declaration" and a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose to withdraw or not to withdraw, from the Purchase Agreement.~~

Seller

Date

Seller

Date

ATTACHMENT G

COUNTY OF KINGS INSTRUCTIONS TO HOMEBUYER

1. Persons interested in purchasing a home should contact the Program Operator's Homebuyer Counseling and Education (HCE) Department at 559-802-1672 to enroll in education classes, and if needed or required by the Program, also enroll in an individual counseling session. Upon completion of eight (8) hours of homebuyer education, the HCE Department will issue certificates of completion to the participants.
2. Participant should contact the Program Operator's First-Time Homebuyer Loan Processor at 559-802-1649 to verify funding availability. The participant's name is added to Sponsor's interest list if there is no funding available, or will be moved directly into the workload.
3. Participant will select a Mortgage Company (primary lender) of his or her choice to determine financing eligibility. Upon successful prequalification with a primary lender, primary lender will submit a complete loan application package to Program Operator for review. This package must be submitted along with a completed Submission Form and Lender Cover Letter, provided by the Program Operator via the Program Operator's website. Items to be included are proof of income, credit history, and household size.
4. During the financing and Program eligibility review by Program Operator, household size, income, and Sponsor loan amount are determined. Prior to issuance of the prequalification letter to the family, the following must occur:
 - a. Application package must be reviewed and signed by Program Operator
 - b. Application package must be reviewed and signed by Sponsor

Upon completion by all parties, Program Operator will issue a prequalification letter to the participant and primary lender on behalf of the Sponsor. Program Operator will contact or meet with qualified applicant to provide information relative to Program requirements and the lending process. In addition, Program Operator will issue a condition list to both parties requesting additional income and asset documentation, including verification of employment and all income sources.

5. Participant works with Licensed Real Estate broker to find a property. Properties are subject to the following requirements:
 - ~~a. Properties must meet the modest housing standard of 3 bedrooms/2 bathrooms, unless extenuating circumstances justify more to be approved.~~
 - ~~b-a.~~ Properties must be located within the Sponsor's eligible area (Program Operator will verify)
 - ~~e-b.~~ Properties must meet maximum sales price limits, as applicable
 - ~~d-c.~~ Properties must be owner-occupied or vacant for at least three (3) months

Upon approval of the individual properties by the Sponsor, applicant will submit an offer and, once accepted, forward copies to Program Operator for review.

6. Applicant will work with primary lender to provide Program Operator all terms on the conditions list. The items include, but are not limited to:
 - a. Income documentation (paystubs, tax returns, child support, etc.)
 - b. Asset documents (bank statements, 401K, etc.)
 - c. Property information (appraisal with photos, preliminary title report, termite report and clearance, etc.)
 - d. Real Estate Sales Contract (contingent upon receiving Program loan approval)
 - e. Residential loan application and credit report, paystubs, tax returns and W-2's, and all verifications of employment and rent
 - f. Disclosure statement
7. Program Operator, upon receipt of appraisal, will order a home inspection to be completed by the Program Operator, a certified housing inspector, or a Sponsor representative. Home inspections will document health & safety and code compliance as well as conduct Lead-Based Paint Inspections. Seller must correct all deficiencies prior to the close of escrow.
8. Upon receipt of all conditions, Program Operator will prepare participant file for final loan approval with Sponsor. The primary lender should request the date of loan approval one week prior to the date of anticipated loan signing. At loan approval, Program Operator will present the application to Sponsor for review. Following loan approval, Program Operator will give loan documents to Sponsor for signatures. Loan documents are then forwarded to escrow company to coordinate loan signing.
9. Signed documents are returned to Program Operator for review. Upon review and confirmation of all conditions of final funding, Program Operator will wire funds to escrow.
10. Once loan is funded and recorded, escrow company provides a copy of all documents to Program Operator. Program Operator then closes out the loan file.

**ATTACHMENT H
LEAD-BASED PAINT
VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM**

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt <input type="checkbox"/>
Select one:	Visual Assessment <input type="checkbox"/>	Presumption <input type="checkbox"/>	Hazard Reduction <input type="checkbox"/>

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.	
Visual Assessment Date:	Report Date:
Check if no deteriorated paint found <input type="checkbox"/>	
Attachment A: Summary where deteriorated paint was found.	

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.	
Date of Presumption Notice:	
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>	
Attachment B: Summary of Presumption:	

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.	
Date of Hazard Reduction Notice:	
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>	Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:	
Attachment C: Activity locations and types.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity		
Printed Name:	Signature:	Date:

Section 6: Contact Information		Organization:
Contact Name:		Contact Signature:
Date:	Address:	Phone:

ATTACHMENT I

Homebuyer Program Lead Compliance Document Checklist

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents exemptions	
Physical inspection form (HQS or equivalent)	Documents visual assessment results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passed clearance	
Disclosure Form	Documents that buyer received disclosure and pamphlet.	
Lead Hazard Reduction Notice	Documents that buyer received required lead hazard reduction notification.	

This was taken from the HUD Website at:

http://portal.hud.gov/hudportal/documents/huddoc?id=20264_leadcompliance.doc

ATTACHMENT J

ACQUISITION WITH REHABILITATION CONSTRUCTION CONTRACT

Home Improvement Construction Contract

This Home Improvement Construction Contract is entered into this _____ day of _____, 20____, between the following parties: (Owner(s) Name): _____ and (Contractor's Name and Address): _____ (Notice of Cancellation, see paragraph 28, may be sent to Contractor at the above address).

The parties agree as follows:

1. **Work to be Performed:** Contractor agrees to provide a Schedule of Work, in accordance with the Work Write-up (Attachment 1) and furnish all supervision, technical personnel, labor, materials, tools and equipment necessary to complete the work described in the work write-up attached hereto at the real property commonly described as: _____ Contractor will be responsible for all construction means, methods, techniques, sequences and procedures and for the coordination of all portions of the work under the Contract. All materials shall be new, unless otherwise specified, and of good quality. Owner has a right to require the Contractor to have a performance and payment bond; the expense of the bond may be borne by the Owner.
2. **Contract Price:** Owner agrees to pay Contractor the sum of \$ _____ for the work to be performed.
3. **Completion Time:**
 - a. **Approximate Start Date:** The Contractor agrees to file a complete permit application within ten (10) days after receipt of written Notice to Proceed from the Owner. Owner and Contractor agree that the Start Date of construction shall be the date the permits are issued by the Sponsor. In no event shall the Contractor commence work or place any materials on the site thereof prior to receipt of Notice to Proceed from the Owner.
 - b. **Approximate Completion Date:** Contractor shall prosecute the work diligently and continuously to completion. The work shall be completed within _____ days after the Start Date, subject to such delays as are permissible under paragraph 7 herein below.
4. **Relationship of the Parties to SHE:** Work to be performed under this Contract is financed by funds from the Sponsor and administered by SHE. Owner is solely responsible for monitoring all work performed under this Contract and enforcing the terms of this Contract. SHE shall inspect all work for the purposes of monitoring loan disbursements in accordance with terms of this Contract and enforcing the terms of the loan agreement. Inspections performed by SHE are solely for the protection of the lender and solely for the purpose of assuring that the construction is progressing reasonably and that the lender's collateral interest is adequately protected. Owner acknowledges that SHE's inspections are not for the purpose of assuring Contractor's compliance with applicable building codes. SHE shall not be liable under any circumstances for its failure to discover or require correction by Contractor of work that fails

to comply with applicable building codes or for its failure to discover or require correction of any dangerous condition or defective work by contractor or by any subcontractor.

5. Payment:
 - a. Price will be paid to Contractor in installments based on completion of work tasks and individual item prices on the Work Write-up attached, and any Change Orders.
 - b. Contractor shall submit all required payment forms to Owner for approval of payment. Prior to authorization of payment, the Contractor shall provide lien releases for claims by subcontractors, laborers, and material suppliers involved in the work and/or represented by Contractor's invoices. Owner may also request written guarantees and warranties.
 - c. After approval by Owner, Contractor shall submit payment request forms to Self-Help Enterprises, hereinafter referred to as "SHE." SHE shall then make payment to the Contractor. SHE will inspect the work to ensure that it has been satisfactorily completed in accordance with the Contract requirements. SHE may withhold or reduce payment to the Contractor to the extent that SHE deems such action is necessary in order to protect the lender's security, to satisfy liens or claims of subcontractors, laborers or suppliers, or to assure that the construction is progressing in accordance with the contract and related documents including the plans and specifications and Schedule of Work for the project.
 - d. At the time the work is completed, the Contractor shall submit the final pay request along with the recorded Notice of Completion, final building inspection report, insulation certificate, any warranties and guarantees, conditional lien releases, and Section 3 report (for contracts over \$100,000).
 - e. An amount equal to ten percent of the total Contract price, including any Change Orders, will be withheld by Owner and shall be paid to Contractor 35 days after notice of completion has been recorded, final inspection by the jurisdiction's building official and approval by Owner, provided that Contractor is not in default under this Contract. Final payment will be subject to withholding any amounts due to Owner for actual costs due to unexcused delays.
 - f. The payment of any progress payment shall not constitute acceptance of defective work or improper material, nor is it a waiver of the warranties or any other remedies to which the Owner may be entitled under the terms of this Contract
6. Failure to Commence Work: Failure by the Contractor without lawful excuse to substantially commence work within 20 days from the date specified in the Notice to Proceed is a violation of the Contractors' License Law.
7. Excusable Delays: Contractor shall not be charged with delay in the completion of the work due to: any acts of Owner which cause delay; general strikes; acts of God or the public enemy; unavailability of materials, or casualty beyond Contractor's control, provided, however, that Contractor promptly (within 14 days) notifies Owner, in writing, of the cause of the delay. If the facts show the delays to be excusable under the terms of the Contract, the time for completion shall be extended for a period equal to the amount of time due to such delay.
8. Unexcused Delays: The parties agree that the Owner would incur additional expenses as a result of Contractor's unexcused delays in the completion of the work. "Additional expenses" shall include but not be limited to housing and storage costs incurred by the owner due to the inability to fully occupy the property.

9. Provisions for the Owner: While this Contract is in force, Owner shall permit Contractor the use of existing utilities including light, heat, power, and water, without charge, in order to carry out and complete the work. Owner may continue to occupy the premises during the rehabilitation but shall cooperate with Contractor to facilitate the performance of the work including the abandonment of limited areas as may be essential to the conduct of the work.

10. Compliance with the Law: By signing this contract, the Contractor certifies that it is licensed and in good standing in California, and not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors. Contractors are regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826. All work shall be completed in strict compliance with the laws, ordinances, rules, regulations and Codes of the state, county, and local governments, whether such applicable laws, ordinances, rules, regulations and codes are mentioned in this Contract or not. Contractor shall obtain, pay for, and provide permits and licenses, as required to complete all work outlined under this Contract.

Where applicable, Contractor agrees to the following provisions:

- a) Standard Contract Language, All Contracts and Subcontracts, pertaining to civil rights, HCD, age discrimination, rehabilitation acts assurance, etc. (see Attachment 2).

- b) By the statement below, Contractor hereby furnishes Owner with Contractor Notice in compliance with California Business and Professions Code Section 7159:

INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

**Visit CSLB's Web site at www.cslb.ca.gov
Call CSLB at 800-321-CSLB (2752)
Write CSLB at P. O. Box 26000, Sacramento, CA 95826**

c) The contractor hereby agrees to abide by the requirements of Executive Order 11246 and all implementing regulations of the Department of Labor.

11. Notice to Owner (see Attachment 3).

12. Required Insurance: Contractor shall obtain and keep in effect during the life of this contract, insurance in the following minimum amounts:

Worker's Compensation and Employer's Liability Insurance meeting the statutory requirements of the State of California.

Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000. This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from: Contractor's operations, operations by subcontractors, products, completed operations or professional liability where applicable and contractual liability assumed under the indemnity provisions above insured. Any Excavation, Collapse and Underground exclusions must be deleted when applicable to operations performed by the Contractor or his subcontractors.

An original certificate of such insurance shall be filed with SHE. Said certificate shall evidence coverage through the life of this Contract.

13. Safety to Public and Property: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and Programs in connection with the work. In such, Contractor shall provide reasonable protection to prevent damage, injury, and loss to: all employees on the work, all work and materials and equipment to be incorporated therein and other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, structures, and utilities not designated for removal or replacement under the terms of this Contract.

14. Hold Harmless: With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify and save harmless Owner and SHE, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys fees, losses or liability, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Contractor's operations to be performed under this Agreement for, but not limited to:

- (a) Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to any employees or agents of Owner, SHE, or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose act Contractor may be liable regardless of whether such injury or damage is caused by a party indemnified hereunder.
- (b) Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor.
- (c) Infringement of any patent rights which may be brought against SHE or Owner arising out of Contractor's work.

- (d) Claims and liens for labor performed or materials used or furnished to be used on the project, including all incidental or consequential damages resulting to SHE or Owner from such claims or liens.
 - (e) Contractor's failure to fulfill the covenants set forth in collective bargaining agreement, wage order or any other agreement or regulation concerning labor relations.
 - (f) Failure of Contractor to provide Casualty Insurance.
 - (g) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of SHE's or other's equipment, hoist, elevators, or scaffolds. The indemnification provisions of (a) through (g) above shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active and/or passive negligent act or omission of Owner or SHE or their agents or employees. Contractor, however, shall not be obligated under this Agreement to indemnify Owner or SHE for Claims arising from the sole negligence or willful misconduct of Owner or SHE or their agents, employees or independent contractors who are directly responsible to Owner or SHE, or for defects in design furnished by such persons.
 - (h) Contractor shall:
 - i. At Contractor's own costs, expense and risk, defend any claims that may be brought or instituted by third persons, including but not limited to, governmental agencies or employees of Contractor, against SHE or Owner or their agents or employees or any of them;
 - ii. Pay and satisfy any judgment or decree that may be rendered against SHE or Owner or their agents or employees, or by any of them, arising out of any such Claim; and/or
 - iii. Reimburse SHE or Owner or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section.
 - (i) All work covered by this Agreement done at the site or in preparing or delivering materials or equipment, or any or all of them, to the site shall be at the risk of Contractor exclusively until the completed work is accepted by SHE.
 - (j) The indemnities set forth in this Section shall not be limited by any insurance requirements set forth elsewhere within this agreement.
15. Assignment: Contractor shall not assign or transfer any right or obligation under this Contract without first obtaining the written consent of Owner. Any attempted assignment by Contractor shall be void.
16. Changes in Work to be Performed: No changes shall be made in the work, Contract price or Contract time for completion of work, except by written change order. The change order shall bear the signatures of the parties to this Contract and approved (by signature) as to propriety with funding requirements by SHE. No claim for an adjustment of Contract work, price or time will be valid unless so ordered. Payment for change orders that bear additional cost shall be made in accordance with paragraph 4, above.
17. Guarantees and Material Warranties: All labor, materials and installation shall be guaranteed for a period of one year from the date of final acceptance by Owner, when subjected to normal use and care, and provided Owner has complied, in full, with the terms and payments and other conditions of this Contract. Upon written notice from Owner, Contractor shall repair or remedy any defect in materials and workmanship within the one-year period specified. Contractor shall furnish Owner with and assign to Owner all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.

18. Surplus Materials and Clean-up of Premises: All materials and equipment removed and not reused as a condition of this Contract shall remain or become the property of Owner, unless otherwise so stated in writing. All surplus materials as well as all rubbish and construction debris resulting from construction activities shall be removed promptly from the project site by Contractor. Upon completion of the work, Contractor shall leave the building and premises in a "broom-clean" condition.
19. Divisibility: It is intended that each paragraph of this agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.
20. Materials Restriction: Lead base paint hazards specified in the work write-up shall be mitigated in accordance with Federal Lead Based Paint regulations listed at 24 CFR 35. All new paint used must be a non-lead based paint.
21. Arbitration:
 - a. Should any controversy arise out of or related to this Contract or the breach thereof, that falls within the provisions of 7085 et seq. of the California Business and Professions Code, other than a controversy based upon your failure to comply with a notice to return to the project under paragraph 23, the parties shall agree to submit the issue to Contractors State License Board (CSLB) arbitration. The decision of the arbitrator is final and binding on both parties. CSLB will pay for the hearing, the arbitrator, and the services of one Board-appointed expert witness per complaint. The parties are responsible for their own attorney fees, if any, and additional expert witnesses, if any.
 - b. Any controversy arising out of or relating to this Contract, or the breach thereof, that does not qualify for CSLB arbitration, or the parties do not agree to CSLB arbitration, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order whom shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding and in any litigation arising out of or relating to this contract shall be entitled to recover from the other all attorneys' fees and costs of arbitration.
22. Mechanics Liens: Contractor shall pay promptly all valid bills and charges for materials, labor or otherwise, in connection with or arising out of the rehabilitation of said property and will hold Owner free and harmless against all of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including but not limited to, court costs and attorneys' fees resulting or arising therefrom. Should any liens or claim of liens be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the Contract, Contractor shall forthwith pay and discharge the same and cause the same to be released of record. Contractor authorizes SHE to issue joint checks as part of any disbursement otherwise payable to Contractor whenever SHE, in its sole discretion, determines that payment in this fashion is necessary in order to protect the interests of the Lender or the Owner. (See also, Notice to Owner, Attachment 3).

23. Termination of Contract: Should Contractor commit any of the acts specified in this paragraph, the Owner may, give 72 hours' notice in writing thereof to Contractor, to commence and continue thereafter to diligently prosecute the correction thereof, and if contractor fails to do so, then without prejudice to any other rights or remedies given Owner by law or by this contract, Owner may terminate the services of Contractor under this contract; take possession of said project and the premises on which it is located; take possession of all materials, located on such premises; and, complete said project by whatever method Owner may deem expedient. Contractor shall be deemed to have committed an act specified in this paragraph if contractor shall:
- a. refuse or fail to supply enough properly skilled workers or proper materials to complete said project in the time specified in this contract and in the approved time schedule.
 - b. fail to make prompt payment to subcontractors, laborers, or material men for labor performed on or materials furnished to said project;
 - c. fail to comply with the time schedule for completion of the project;

The preceding notwithstanding, the following actions by the Contractor shall be deemed to be material breaches of the contract which are not subject to cure. Should Contractor commit any of the acts specified in this paragraph, the Owner may, by giving 72 hours' notice in writing thereof to Contractor, without prejudice to any other rights or remedies given Owner by law or by this contract, terminate the services of Contractor under this contract; take possession of said project and the premises on which it is located; take possession of all materials, located on such premises; and complete said project by whatever method owner may deem expedient:

- d. Commence with any proceedings of bankruptcy;
 - e. make a general assignment for the benefit of contractors;
 - f. persist in disregarding any law or ordinance relating to said project or the completion thereof;
 - g. suffer the revocation or suspension of its contractor's license.
24. Rights on Termination by Owner: Should Owner terminate the service of Contractor under this contract and complete said project pursuant to Paragraph 10 of this contract, the Contractor shall not be entitled to receive any further payment under this contract until said project is fully completed. On completion of said project by Owner, if the unpaid balance of the contract price exceeds the expenses incurred by Owner in completing said project, including any compensation paid by Owner for managerial, administrative, or supervisory services in completing said project, such excess shall be paid by Owner to Contractor. If the expense incurred by Owner in completion of said project exceeds the unpaid balance of the purchase price, Contractor shall pay such excess to Owner with thirty days following written demand by Owner.
25. Force Majeure: Neither Owner nor Contractor shall be deemed to be in default if performance of the improvements required by this contract is delayed or becomes impossible because of any act of God, war, earthquake, fire, civil commotion, epidemic, act of government, its agencies or officers, court order, or any other legitimate cause beyond the control of the party and not caused by the negligent, unreasonable or intentional acts of the party.
26. Availability of Funds: In the event the loan or grant of funds upon which this Contract is contingent is not approved, this Contract shall be considered null and void, and shall not create any liability to either Owner or Contractor.

27. Contract Nullity: This entire Contract shall be considered null and void if either of the following shall occur:

- a. Owner is not approved for funding to finance the Contract Price;
- b. Owner chooses not to proceed with the project before construction begins.

28. **Three-Day Right to Cancel**: “You, the Owner, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor’s place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of this contract including this notice.

If you cancel, the Contractor must return any moneys paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the Contractor’s instructions on how to return the goods at the Contractor’s expense and risk. If you do make the goods available to the Contractor, and the Contractor does not pick them up within 20 days of the date of your notice of cancellation, you make keep them without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under this Contract.”

29. “You, the Owner, are entitled to a completely filled in copy of this Contract, signed by both you and the Contractor, before any work may be started.”

THE OWNER AND THE CONTRACTOR ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND AGREE TO ALL PROVISIONS OF THIS CONTRACT INCLUDING ALL ADDITIONAL CONTRACT DOCUMENTS.

OWNER(S): _____

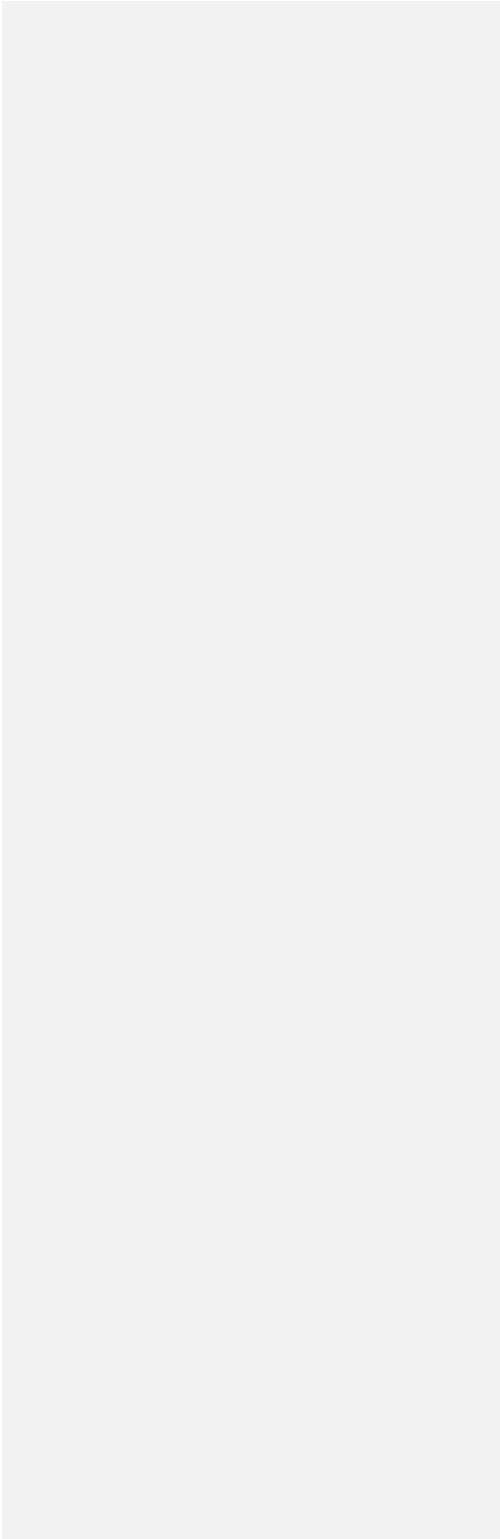
CONTRACTOR: _____

By: _____
 Business Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 License Number: _____
 Tax ID or Soc. Sec. #: _____

Attachments:

1 – Work Write-up

2 – Standard Contract Language
3 – Notice to Owner



STANDARD CONTRACT LANGUAGE:
ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:
During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied Program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any Program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
2. Rehabilitation Act of 1973 and the "504 Coordinator"
The Grantee further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator".
3. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:
 - a) The grant activity to be performed under this Agreement is on a project assisted under a Program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).
 - b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - d) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
4. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more
The Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive

Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

5. State Nondiscrimination Clause:

- a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Housing Act (Government Code, Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. 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.
- b) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

6. Labor Standards –Federal Labor Standards Provisions

The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

Davis-Bacon Act (40 USC 276a-276a-5) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

Copeland “Anti-Kickback” Act (47 USC 276(c)) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act – CWHSSA (40USC 327-333) requires that workers receive “overtime” compensation at a rate of 1-1/2 times their regular hourly wage after they have worked 40 hours in one week.

Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the County Recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO ENSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
- (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property; therefore, you need to protect yourself. This will help to ensure that all person due are actually paid.
- (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only

be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

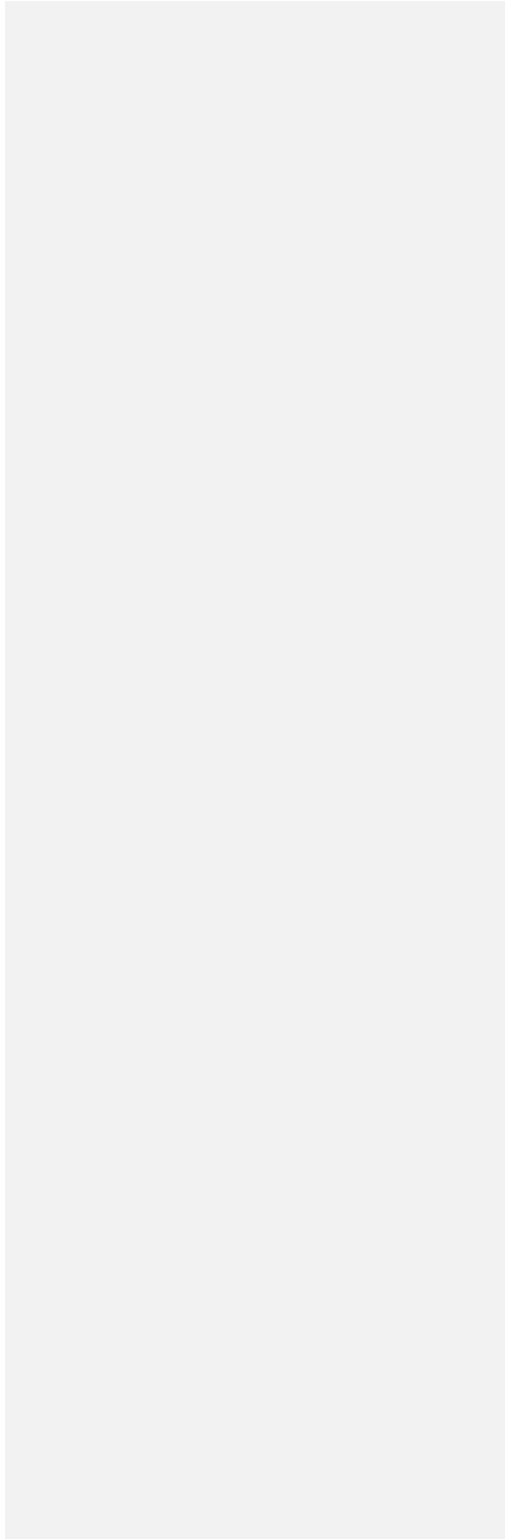
Read and acknowledged:

Signature

Dated

Signature

Dated



**ATTACHMENT K
SELF-HELP ENTERPRISES**

CONSTRUCTION PAYMENT REQUEST # _____

Date _____

Participant _____ Project _____ Job # _____

Project Address _____

Total Contract Amount \$ _____ Payment Amount \$ _____

Contractor: _____ Construction Supervisor: _____

Items Completed:

I request payment for work in progress on the above property. I certify that the work itemized above has been completed as of this date.

Contractor's Signature

Date

NOTE: Ten percent (10%) of the total contract amount (including all change orders) will be retained by Self-Help Enterprises until 35 days after Notice of Completion is recorded.

The items listed above have been completed satisfactorily. _____
Please release payment to Contractor as requested (or amended). OWNER'S SIGNATURE DATE

APPROVED FOR PAYMENT: _____
SELF-HELP ENTERPRISES DATE Mail Pick-up

NOTES:

Distribution: **WHITE:** Self-Help Enterprises **YELLOW:** Owner **PINK:** Contractor **GOLDENROD:** Supervisor

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

IN THE MATTER OF AUTHORIZING THE
KINGS COUNTY BOARD OF SUPERVISORS
TO APPROVE CHANGES TO THE COUNTY'S
FIRST TIME HOMEBUYER PROGRAM
GUIDELINES _____/

RESOLUTION NO. _____

WHEREAS, on April 14, 2020, Kings County, a political subdivision of the State of California, submitted First Time Home Buyer Program Guidelines for the CalHOME Program, Community Development Block Grant (CDBG) Program and HOME Investment Partnerships Program to the California Department of Housing and Community Development (HCD) for Approval; and

WHEREAS, on April 22, 2020, HCD approved the First Time Homebuyer Program Guidelines; and

WHEREAS, the Board of Supervisors of the County of Kings does hereby approve the revisions to the County of Kings First Time Home Buyer Program Guidelines for the CalHOME Program, Community Development Block Grant (CDBG) Program and HOME Investment Partnerships Program as shown in Exhibit A.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Kings County Board of Supervisors approves the changes to the First Time Homebuyer Program Guidelines.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 12th day of May, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Doug Verboon, Chairman
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this 12th day of May, 2020.

Clerk of said Board of Supervisor



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 12, 2020

SUBMITTED BY: County Counsel – Lee Burdick/Carrie R. Woolley

SUBJECT: MOTOROLA SOLUTIONS, INC. SETTLEMENT AND RELEASE AGREEMENT
FOR THE COUNTY'S SIMULCAST PROJECT

SUMMARY:

Overview:

Approval of the Settlement and Release Agreement between the County of Kings and Motorola Solutions, Inc. relating to the closing out of the Simulcast System Project involving the Kings County Sheriff's Office and Kings County Fire Department.

Recommendation:

Approve the Settlement and Release Agreement with Motorola Solutions, Inc. regarding the County's Simulcast Project.

Fiscal Impact:

With this Settlement and Release Agreement, the County will see a savings of \$121,561.

BACKGROUND:

On June 13, 2017, the County entered into an agreement with Motorola Solutions, Inc. ("Motorola") for the provision of a Simulcast System to replace the outdated radio system used by the Sheriff's Office ("Sheriff") and the Fire Department ("Fire"), as well as replacement of the console equipment in dispatch ("Simulcast Project"). The Simulcast Project proceeded and reached a point where the parties are unable to effectively progress further and, thus, desire to close-out the Simulcast Project. The Sheriff, Fire, County Administration, Information Technology, and County Counsel negotiated with Motorola, consistent with the Board's direction, and reached a settlement, the terms of which are memorialized in this Settlement and Release Agreement, as drafted by County Counsel and executed by Motorola.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made and entered into as of the 24 day of April, 2020, by and between the County of Kings, a political subdivision of the State of California (“the County”) and Motorola Solutions, Inc. (“Motorola”) (collectively, “the Parties”).

RECITALS

WHEREAS, the County and Motorola entered into an agreement for a Simulcast System, which included replacement of dispatch consoles, as fully executed on June 13, 2017 (“the Project”);

WHEREAS, the Parties have reached a point where it is mutually beneficial to close-out the Project subject to the conditions contained herein; and

WHEREAS, the Parties have negotiated in good faith and reached a resolution and agreement for the full accord and satisfaction of any and all potential or actual claims and agree to waive the same.

NOW, THEREFORE, the Parties mutually agree as follows:

1. RECITALS

The Recitals as set forth above are hereby incorporated into this Agreement as if set forth in full and accurately represent the subject matter of this Agreement.

2. AMOUNT TO BE PAID

County hereby agrees to pay Motorola the amount of \$40,520.42, as detailed in **Exhibit A** to this Agreement, which is attached hereto and incorporated herein as if set forth in full.

The Parties understand and agree this amount shall be in full accord and satisfaction of any and all claims that have or may be made by either Party, by any and all contractors, including subcontractors of any tier, and by any other interested parties, against the Parties, their officers, officials, employees, agents, or contractors.

3. SCOPE OF AGREEMENT

The Parties understand and agree this Agreement constitutes a settlement of all claims between the Parties, including claims made on behalf of contractors and subcontractors of any tier. The Parties further understand and agree this Agreement constitutes a bar to all past, present, and future claims, whether known or unknown, arising out of the subject matter of this Agreement.

4. ADDITIONAL TERMS OF AGREEMENT

This Agreement contains the following additional terms:

A. Motorola will provide County a one (1) year warranty for the Simulcast System Equipment. Said warranty shall begin on the effective date of this Agreement and shall not include the dispatch consoles included in the Project.

B. Motorola will provide County with the results of any and all tests conducted on the Simulcast System including, but not limited to, results from its Anritsu equipment, in addition to any and all as-built drawings, plans and specifications, designs, and drawings for the Project. Said items shall be provided within ten (10) business days of the effective date of this Agreement.

C. Motorola will connect the Cal-OES radio base station (i.e., OEM) to the console system within ten (10) business days of the effective date of this Agreement.

5. RELEASE

Except as otherwise stated herein in this Agreement, the Parties hereby irrevocably and unconditionally release and forever discharge their claims, demands, obligations, or causes of action for compensatory or punitive damages, costs, losses, expenses, and compensation, which either Party has accrued or may accrue in the future, against the other Party arising from the subject matter of this Agreement. This release also extends to those claims that may be made by the Parties' predecessors, successors in interest, heirs and assigns, and contractors and subcontractors of any tier and shall include a release against the Parties' officers, officials, employees, and agents. Specifically, this release includes waiver of all rights protected by Civil Code Section 1542, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6. VENUE AND INTERPRETATION

This Agreement was entered into and shall be interpreted in accordance with the laws of the State of California. Resolution of any claims, demands, or causes of action concerning interpretation or enforcement of this Agreement or arising out of the subject matter thereof shall be in the County of Kings, California.

7. ATTORNEYS' FEES AND COSTS

The Parties shall bear their own attorneys' fees and costs as incurred to date. Should any legal action commence to enforce a Party's rights under this Agreement, reasonable attorneys' fees and costs shall be awarded to the prevailing party.

8. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

A. This Agreement and its exhibits constitute the entire agreement between the Parties, and there are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Motorola other than those contained herein. In the event a term in an exhibit contradicts a term in this Agreement, the term in this Agreement shall prevail.

B. 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.

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

9. AUTHORITY

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

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

COUNTY OF KINGS

MOTOROLA SOLUTIONS, INC.

By: _____
Doug Verboon, Chairman


By: Kent Martin
Title: _____
Regional Services Manager

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Carrie R. Woolley, Assistant County Counsel

Exhibits/Attachments:
Exhibit A: Change Order No. 4

PL: 308736_2

Change Order No. CO-004
Date: April 10, 2020
Project Name: Simulcast Radio Communications System for Public Safety
Customer Name: Kings County Sheriff
Customer Project Mgr: Kris Zuniga

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Memorialize the agreements to close out the project. These agreements are:

- Motorola will forgo the 75% of the remaining payments due on the contract for a reduction of \$121,521.27 of the remaining \$162,081.69.
- Motorola will provide one year of warranty for the System Equipment excluding the dispatch consoles with an effective date of acceptance of this change order.
- Motorola will provide the County test results (i.e., Anritsu, etc.), as-builts for the system, plans and specifications, designs, or drawings within ten (10) days of acceptance of this change order.
- Motorola will return the voice processing module taken in for repair and not yet returned.
- The parties will waive all other claims and close the project.

Contract # **Kings County Agreement 17-049**

Contract Date: **6/13/2017**

In accordance with the terms and conditions of the contract identified above between County of Kings and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

	Price	Tax	Total
Original Contract Value:	1,651,701.00	52,149.00	1,703,850.00
Previous Change Order amounts for Change Order numbers <input type="text" value="1"/> through <input type="text" value="3"/>	(73,179.00)	(9,854.12)	(83,033.12)
This Change Order:	(121,561.27)		(121,561.27)
New Contract Value:	1,456,960.73	42,294.88	1,499,255.61

*Change Order 2 was rejected & therefore the values for CO#02 are not included in this table.

Completion Date Adjustments

Original Completion Date:	18 Sept 2017
Current Completion Date prior to this Change Order:	31 Oct 2018
New Completion Date:	15 Apr 2020

Changes in Equipment: <i>(additions, deletions or modifications)</i>
None

Changes in Services: <i>(additions, deletions or modifications)</i> Include attachments if needed
None

Schedule Changes: <i>(describe change or N/A)</i>
Set completion date to Project Close-Out date of April 24, 2020.

Pricing Changes: *(describe change or N/A)*

Reduce contract value by \$121,561.27 which is 75% of the final two outstanding payment milestones for System Acceptance and Final Acceptance.

Customer Responsibilities: *(describe change or N/A)*

Waive all further claims.

Payment Schedule for this Change Order:*(describe new payment terms applicable to this change order)*

Final contract payment will be reduced to \$40,520.42.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola
Solutions, Inc.**By: Printed Name: Kent MartinTitle: Regional Services ManagerDate: April 6, 2020**Customer**

By: _____

Printed Name: _____

Title: _____

Date: _____

Reviewed by: Lauren Kirkland

Motorola Solutions Project Manager

Date: April 6, 2020



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 12, 2020

SUBMITTED BY: Department of Public Health – Edward Hill

SUBJECT: INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL INFRASTRUCTURE FUNDS

SUMMARY:

Overview:

The California Department of Public Health, Division of Communicable Disease Control works to promptly identify, prevent and control infectious diseases that pose a threat to public health, including emerging and re-emerging infectious diseases, vaccine-preventable agents, bacterial toxins, bioterrorism, and pandemics. Key strategic targets for infectious diseases prevention and control local infrastructure are surveillance; monitor and evaluate disease-specific prevention activities; local capacity to respond and surge for outbreaks; and laboratory and information technology.

Recommendation:

- a. **Adopt a Resolution to secure one-time funds from California Department of Public Health, Division of Communicable Disease Control to implement public health activities in addressing gaps in core public health functions for Fiscal Years 2019-2020 through 2022-2023; and**
- b. **Authorize the Director of Public Health to sign, amend, extend, or renew the grant agreement without requiring further Board approval; and**
- c. **Approve the budget change. (4/5 vote required)**

Fiscal Impact:

There is no cost to the General Fund associated with the recommended action. The allocated amount for Fiscal Years 2019-2020 through 2022-2023 is \$231,880 which be allocated for Budget Unit 411300 Account 92063.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL INFRASTRUCTURE FUNDS

May 12, 2020

Page 2 of 2

BACKGROUND:

On July 1, 2019, the California Department of Public Health (CDPH), Division of Communicable Disease Control (DCDC) received \$35,000,000 in one-time funds from the State of California budget for local public health infrastructure to address infectious disease prevention and control. These funds are to be granted in one lump sum, and available for expenditure through June 30, 2023. The one-time funds are to be used to implement public health activities to address gaps in core public health functions within the jurisdiction of Kings County Department of Public Health. CDPH requests that the focus be on responding to increases in workload associated with high priority, preventable infectious diseases to support efforts to make California the healthiest state in the nation by advancing better health, better care, lower costs, and by promoting health equity, and reducing health disparities.

The Department of Public Health intends to use the funds to cover half of the associated costs (approximately \$29,351) to procure the GeneXpert IV from Cepheid, Inc. The equipment will be used by all public health microbiologists that currently staff the Kings County Public Health Laboratory. The instrument is capable of rapid, “hands free” identification and surveillance of a large variety of agents, both viral and bacterial, that cause respiratory, gastrointestinal, and skin infections. Additionally, the funds will cover the wages and fringe benefits of 0.25 full time equivalent (FTE) Supervising Public Health Nurse and 0.15 FTE Licensed Vocational Nurse over the grant period commencing on February 1, 2020 and ending on June 30, 2023.

On April 13, 2020, CDPH, DCDC issued a letter serving as blanket approval for the Infectious Disease Infrastructure Funds to all local health jurisdictions to utilize this funding for COVID-19 response activities, eliminating additional administrative burdens. Currently, the Department of Public Health intends to allocate the funds per the submitted application and budget, yet having access to these funds for COVID-19 response activities provides the department the ability to adequately cover any associate additional costs.

The mission of the Kings County Department of Public Health is to promote and protect the health and well-being of Kings County residents through education, prevention and intervention. The equipment and staffing to be supported with these funds will bolster the efforts of the Public Health Department to improve its response to infectious diseases.

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

Board Approvals for Certain Financial Transactions

Board action is required to approve certain transfer of funds requests as follows:

- Appropriation of Revenues
- Appropriation of Fund Balance
- Transfer of Appropriations between Departments (same fund)
- Transfers from outside the department budget, including funds from contingencies.
- New appropriations not approved in the Final Budget Hearings, such as new fixed assets, new programs/grants or building projects.

Following the Board meeting, the document is signed by the Clerk of the Board and returned to the Auditor. A copy of the completed document will be returned to the departmental contact person by the Auditor.

Transfers Between Budget Units Within Same Department:

Such transfers may require Board authorization as well. These requests must be submitted to the CAO who will determine the required approvals.

Transfers Approved by the CAO:

Transfers from primary category to primary category, but still within the department budget require approval of the CAO. Example: Transfers from salaries to services and supplies or to fixed assets as approved by Board in final hearings.

Transfers Approved by the Auditor:

Transfers between line-item detail accounts within primary categories may be approved by the Auditor-Controller. Example: Transfers from social security to retirement; from telephone to utilities; from one approved fixed asset to another to cover small shortages.

Budget Appropriation and Transfer Form:

The attached form is to be used to effect all appropriations and transfers. On any action requiring Board of Supervisors approval the form **must accompany** the agenda item and must be approved by the CAO prior to submission to the Board of Supervisors.

Agenda items requesting appropriations or fund transfers will not be placed on the agenda if the form is not included with the Board letter.

Special Instructions:

Copies of this form will be E-mailed to all departments and can be saved in whatever file directory your department uses for forms. The attached form is a word table and is not a "protected document", consequently you may add or delete rows as needed. It is acceptable to have a multi-page document provided the signature approval portion of the report is retained on the form.

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

Auditor Use Only	
Date _____	
J/E No. _____	
Page _____	of _____

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Communicable Disease Clinic	Special Departmental	100000	411300 400600	92063	231,880
TOTAL						231,880

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Communicable Disease Clinic	St Aid – DCDC Infectious Disease	100000	411300 400600	85140	231,880
TOTAL						231,880

(B) Budget Transfer:

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

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

Explanation: New Appropriation – The California Department of Public Health (CDPH), Division of Communicable Disease Control (DCDC) is granting the Infectious Disease Infrastructure Funds for local public health infrastructure to address infection disease prevention and control. Due to the timing of the funding process, local health jurisdictions may use this funding for COVID-19 response activities.

Auditor Approval _____ Department Head _____

CAO Approval _____ Board Approval _____

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

IN THE MATTER OF AUTHORIZING
ACCEPTANCE OF INFECTIOUS
DISEASE PREVENTION AND
CONTROL LOCAL
INFRASTRUCTURE FUNDS _____/

RESOLUTION NO. _____

WHEREAS, one-time funds totaling \$35 million were received by the California Department of Public Health, Division of Communicable Disease Control for local public health infrastructure to address infectious disease prevention and control; and

WHEREAS, the Kings County Department of Public Health is charged with tracking and treating infectious diseases in Kings County; and

WHEREAS, the California Department of Public Health, Division of Communicable Disease Control advised that Kings County is eligible for a one-time award in the amount of \$231,880.18 for a grant agreement covering the period of February 1, 2020 through June 30, 2023.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

That the Board of Supervisors of Kings County hereby authorizes and empowers the Director of Public Health of the County of Kings to execute in the name of the County of Kings all necessary grant documents, including but not limited to applications, agreements, amendments and requests for payment, with the California Department of Public Health, Division of Communicable Disease Control for the purposes of securing grant funds and to implement and carry out the purposes specified in the application, subject to review by the County Counsel's Office.

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

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

Doug Verboon, Chairperson
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2020.

Catherine Venturella, Clerk

.....

Board of Supervisor, County of Kings

**CALIFORNIA DIVISION OF COMMUNICABLE DISEASE CONTROL
INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL - INFRASTRUCTURE**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Kings, hereinafter “Grantee”

**Implementing the project, INFECTIOUS DISEASE PREVENTION AND CONTROL
LOCAL – INFRASTRUCTURE**

**“INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL – INFRASTRUCTURE”,
hereinafter “Project”**

GRANT AGREEMENT NUMBER 19-10874

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under AB74, Budget Act of 2019, Chapter 23.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to implement public health activities to address gaps in core public health functions within the local health jurisdiction.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$231,880.18

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on February 1, 2020, and terminates on June 30, 2023. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2023.

PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Kings
Name: Vanessa Gutierrez	Name: Edward Hill
Address: 1616 Capitol Avenue, MS 7300	Address: 330 Campus Drive
City, Zip: Sacramento, CA 95814	City, Zip: Handford 93230

Phone: (916) 449-5406	Phone: (559) 584-1401
Fax: (916) 552-8973	Fax: (559) 582-7618
Email: Vanessa.Gutierrez@cdph.ca.gov	Email: Edawrd.Hill@co.kings.ca.us

Direct all inquiries to:

California Department of Public Health Division of Communicable Disease Control	Grantee: County of Kings
Attention: Vanessa Gutierrez	Name: Edward Hill
Address: 1616 Capitol Avenue, MS 7300	Address: 330 Campus Drive
City, Zip: Sacramento, CA 95814	City, Zip: Hanford, CA 93230
Phone: (916) 449-5406	Phone: (559) 584-1401
Fax: (916) 552-8973	Fax: (559) 582-7618
Email: Vanessa.Gutierrez@cdph.ca.gov	Email: Edawrd.Hill@co.kings.ca.us

All payments from CDPH to the Grantee shall be sent to the following address:

Grantee: County of Kings
Address: 1400 W Lacey Blvd
City, Zip: Hanford, CA 93230
Phone: (599)850-4593
Fax: (599)-582-7618
Email: crystal.hommerding@co.kings.ca

- Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A SCOPE OF WORK
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Edward D. Hill, Director
330 Campus Drive
Hanford, CA 93230

Date: _____

Jeff Mapes, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Exhibit A
Scope of Work

1. Service Overview

The Grantee will implement public health activities to address gaps in core public health functions within the local health jurisdiction. California Department of Public Health (CDPH) requests that the focus be on responding to increases in workload associated with high priority, preventable infectious diseases to support efforts to make California the healthiest state in the nation by advancing better health, better care, lower costs, and by promoting health equity, and reducing health disparities.

Key strategic targets for infectious diseases prevention and control local infrastructure are: surveillance; monitor and evaluate disease-specific prevention activities; local capacity to respond and surge for outbreaks; and laboratory and information technology.

2. Service Location

The services shall be performed at applicable facilities in the County of Kings.

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Services to be Performed: Core Public Health Functions

OPTION 1: Surveillance:

Activities	Deliverables	Timeline
Assure completeness, accuracy and timeliness of key data variables through review of laboratory and provider reports, surveillance system documentation, and public health follow-up of infectious disease cases. (Epidemiologist)	<ul style="list-style-type: none"> Contract with Epidemiologist by July 31, 2020. Annually submit finalized infectious disease surveillance data to CDPH by the deadline determined by CDPH. 	<i>By</i> 07/31/2020 02/01/2020 – 06/30/2023
Develop communication strategy with the community on reporting requirements for reportable and suspect diseases. (SPHN)	<ul style="list-style-type: none"> Strategy will be developed and implemented by Supervising Public Health Nurse, utilizing various methods of avenues of communication. Number of individuals reached. 	02/01/2020 – 06/30/2023
Provide disease investigation with collection of data, health education, sample collection, referral for treatment and follow up. (LVN II)	Document surveillance efforts in a timely manner. Maintain accurate and complete records.	02/01/2020 – 06/30/2023

Exhibit A
Scope of Work

OPTION II: Monitoring and Evaluation of Disease-Specific Prevention Activities

Activities	Deliverables	Timeline
Supervise Infectious Disease activities. (SPHN)	Meet quarterly with LVN II and Epidemiologist to assess prevention activities for relevance and efficacy.	02/01/2020 – 06/30/2023
Work with Epidemiologist on case investigations, collection of data, and analysis of local trend. (LVN II)	Meet quarterly with SPHN and Epidemiologist to assess prevention activities for relevance and efficacy.	02/01/2020 – 06/30/2023
Develop an analysis of current database for infectious disease data. Implement an audit system to perform on a regular basis reviews of databases and data entry to ensure correct collection and entry methods. (Epidemiologist)	<ul style="list-style-type: none"> Review current data and provide analysis. Meet quarterly with LVN II and SPHN to assess prevention activities for relevance and efficacy. 	By 06/30/2021 02/01/2020 – 06/30/2023

OPTION III: Local Capacity to Respond and Surge for Outbreaks

Activities	Deliverables	Timeline
Coordinate and participate in cluster and outbreak detection and response activities. (LVN II)	Monitor Infectious disease cases to determine possible outbreaks in collaboration with SPHN and Epidemiologist.	02/01/2020 – 06/30/2023

OPTION IV: Laboratory and Information Technology

Activities	Deliverables	Timeline
Improve infectious disease case and outbreak detection capability and timeliness with new instrument, technology or workforce. (SPHN)	Acquire, install and validate molecular testing or sequencing instrument to perform standardized California laboratory network testing. Develop data reporting system.	02/01/2020 – 06/30/2020
Work with LHJ lab to ensure equipment is up to date. (SPHN)	Monitor trends and updates to GeneXpert equipment and/or Cepheid, Inc. news and developments.	02/01/2020 – 06/30/2023

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For activities in Exhibit A, the Grantee will have the following payment options: a) submit an invoice for a one time lump-sum payment or b) submit invoices quarterly. The Grantee will work with their CDPH program liaison once they have decided which option to follow.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:
LHJDCDC@cdph.ca.gov
California Department of Public Health
Division of Communicable Disease Control
MS 7300
P.O. Box 997377
Sacramento, CA 95899-7377
- C. Invoices shall:
- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed:

- 1) \$231,880.18 for the budget period of February 1, 2020 through June 30, 2023.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources.

7. Use of Funds / Supplanting

These funds shall be used to supplement and enhance existing local program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources.

EXHIBIT C**STANDARD GRANT CONDITIONS**

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, 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 this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee 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 project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
- 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Overview:

The California Department of Public Health (CDPH), Division of Communicable Disease Control (DCDC) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH Infectious Disease Prevention and Control (IDCP) local infrastructure funds.

The California Budget Act of 2019 requires the department to allocate funds to local health jurisdictions (LHJs) and tribal communities for the prevention and control of infectious diseases. The funding allocation methodology was developed in consultation with the County Health Executives Association of California, California Conference of Local Health Officers, community-based organizations, and other stakeholders. As also required by the Budget Act of 2019, the funding formula is based on factors that include disease burden, population impact, and geographical area; and it also allocates the funds in a manner that balances the need to spread funding to as many LHJs as possible and the need to provide meaningful services. These funds are for the prevention and control of infectious disease and funds provided shall not supplant existing services at the local level. The Budget Act of 2019 also requires these funds to be distributed in a lump-sum amount in the 2019-20 fiscal year.

2. Grantee's Responsibilities:

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH DCDC.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH DCDC regarding the granting, use and reimbursement of the DCDC local assistance funds. Additional consideration should be given to other guidance from the CDPH and Centers for Disease Control and Prevention (CDC) intended to highlight successful communicable diseases prevention and response strategies or outline California specific initiatives, policies, and procedures.
- C. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address infectious disease control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to "replace" or "take the place of" existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH dollars for the same purpose.
- D. Abide by the most recent standards of care for screening, treatment, control, and prevention as promulgated by:
 - California Department of Public Health
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx>

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Additional Provisions

- Centers for Disease Control and Prevention
<https://www.cdc.gov/std/tg2015/default.htm>
- Advisory Committee for Immunization practices (ACIP)
<https://www.cdc.gov/vaccines/acip/recommendations.html>
- CDPH Quick sheets for LHDs (look up particular disease, then find Quick sheet under “Disease Investigation”). <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/disease.aspx>
- Vaccine preventable diseases: <https://www.cdph.ca.gov/programs/CID/DCDC/CDPH%20Document%20Library/Immunization/ReportingGuidanceforLHJs.pdf>
- Essential Components of a Tuberculosis Prevention and Control Program Recommendations of the Advisory Council for the Elimination of Tuberculosis
<https://www.cdc.gov/MMWR/PDF/rr/rr4411.pdf>
- Official American Thoracic Society/Centers for Disease Control and Prevention/Infectious Diseases Society of America Clinical Practice Guidelines: Treatment of Drug-Susceptible Tuberculosis
https://www.cdc.gov/tb/publications/guidelines/pdf/clin-infect-dis-2016-nahid-cid_ciw376.pdf
- Guidelines for the Investigation of Contacts of Persons with Infectious Tuberculosis: Recommendations from the National Tuberculosis Controllers Association and CDC
<https://www.cdc.gov/mmwr/preview/mmwrhtml/rr541a.htm>

E. Submit information and reports as requested by the CDPH DCDC.

3. Reporting Requirements:

- A. **Case Reports:** All Grantees shall comply with morbidity reporting requirements for reportable diseases and conditions as indicated in the Title 17 California Code of Regulations sections 2500-2505, 2641.5-2643.20, and 2800-2812.
<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf>

All Grantees will close out all cases of communicable diseases and enter final case information in the California Reportable Disease Information Exchange (CalREDIE) or in an electronic format approved by CDPH, by the close out deadline requested by CDPH. This will enable timely reporting to the CDC as well as timely completion of CDPH reports on communicable disease incidence.

Unless an alternative data submission mode has been approved by CDPH, all Grantees, must enter case report data directly into CalREDIE. Data must be entered into the appropriate tabs and forms in CalREDIE. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), will not be accepted in place of data entry. Grantees not entering data into CalREDIE must provide an electronic dataset in a format approved by CDPH. The CDPH CalREDIE website has

Exhibit D
Additional Provisions

extensive resources to assist LHJs with CalREDIE including frequently asked questions, manuals/guidelines, and forms/instructions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/CalREDIE-HELP.aspx> For additional CalREDIE help, please email CalREDIEHelp@cdph.ca.gov.

Work Plan and Evaluation:

LHJs will submit a draft work plan for the period of January 1, 2020 through June 30, 2023. The work plan will outline performance indicators specific to the areas identified in the scope of work. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first six months of the project period.

C. Data Security and Confidentiality:

Grantees shall have staff complete CDPH required confidentiality and data security training, and maintain on file associated confidentiality agreements for each staff person with access to confidential public health records and data.

D. Outbreak Reporting:

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH.

E. Performance Progress Reporting:

The Annual Performance Progress Report is due no later than 30 days prior to the end of the budget period (e.g. May 31, 2020), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by this cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to LHJDCDC@cdph.ca.gov.

Progress reports should include measures proposed by the Grantee, depending on the activities selected for the work plan. In addition, all grantees shall report the following on an annual basis:

- Number and classification of staff hired under this contract
- Data on incident/outbreak response:
 - Number of infectious disease control activities that were identified, by type (e.g., respiratory, food-borne, etc)
 - Number of infectious disease control activities by type
 - Number of infectious disease control activities supported by resources funded by this funding stream

Exhibit D
Additional Provisions

An infectious disease control activity is defined as one of the following:

- An outbreak that meets a standard local health department, CDPH or CDC definition.
- A response to an outbreak that exists in another jurisdiction, but has not yet impacted the responding jurisdiction. For example: implementing expanded hepatitis A vaccination to prevent an outbreak from spreading to the responding jurisdiction.
- An investigation of a significant disease exposure with the potential to become an outbreak. For example: contact investigation of a large scale exposure to a single case of tuberculosis or measles (e.g., in a school).
- A response to an infectious disease threat with the potential to become an outbreak, including a cluster of cases. For example, monitoring persons exposed to Ebola virus or investigating a cluster of cases of food-borne illness identified by Pulsed-Field Gel Electrophoresis or Whole Genome Sequencing.

4. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses

Exhibit D
Additional Provisions

incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

5. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:

Exhibit D
Additional Provisions

- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

6. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or

Exhibit D
Additional Provisions

- his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
 - C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
 - D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
 - E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 12, 2020

SUBMITTED BY: Human Services Agency – Sanja Bugay/Laura Tafolla
SUBJECT: APPROPRIATION INCREASE FOR HUMAN SERVICES CATEGORICAL AID BUDGET UNIT

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting an increase in appropriations for programs in 520000-Categorical Aid Budget Unit. Increased appropriations are needed for California Work Opportunity and Responsibility to Kids (CalWORKs) account 93101. This increase will be solely funded by State revenue.

Recommendation:

- a. Approve the increase in expense and revenue for the Categorical Aid Budget Unit due to a 14% Maximum Aid Payment increase across California Work Opportunity and Responsibility to Kids; and
- b. Approve the budget change. (4/5 vote required)

Fiscal Impact:

The recommended actions increases appropriations and revenues for the 520000 Categorical Aid Budget Unit, Account 93101 (CalWORKs Assistance). All costs associated with this request will be offset with the State CalWORKs program revenue. The 2.5% county share of cost for the total program costs will be met within the existing budgeted 1991 Social Services Realignment funds and budgeted net county cost. There is no additional impact to net county cost associated with the recommended action.

BACKGROUND:

The adopted budget for the CalWORKs aid payments were based on projected caseload of 2,714 average cases per month and \$674 average monthly grant per month. At the budget adoption, based on the previous caseload trends, the department did not include a caseload growth estimate. The projections included 10% average grant increase based on the 2019 May Revise projections for the future grant increases. The Fiscal Year 2019-2020 Adopted Budget reflected total appropriations of \$21,958,528 for the CalWORKs program. Based on mid-year budget estimates of current caseloads and average grant, expenses are projected to increase by \$1,279,919.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____

Agenda Item

APPROPRIATION FOR THE CATEGORICAL AID BUDGET UNIT

May 12, 2020

Page 2 of 2

(Cont'd)

Through the passage of Assembly Bill (AB) 1811, incorporated into Welfare and Institutions Code section 11450.022, the legislature expressed its intent to increase the maximum aid payment (MAP) for the CalWORKs program to be at the 50 percent of the federal poverty level for family sizes corresponding to the number of individuals in each CalWORKs assistance unit (AU) plus the value of one additional individual. The legislature determined that the increase in the CalWORKs assistance grants would be split over multiple fiscal years.

In 2019, Senate Bill (SB) 80 was enacted, which raised MAP levels in pursuit of this goal. MAP increases have taken place in Fiscal Years 2018-2019, 2019-2020, and included in budget estimates for Fiscal Year 2020-2021. The increases in MAP will continue until the 50% federal poverty level is met.

Based on the available information at the time, the budget included a 10% increase in the average grant and the maximum aid payment, however the actual increase enacted by the legislature for the current fiscal year is 14% effective October 1, 2019. This increase resulted in a monthly cost per case average of \$713.

The CalWORKs aid payments are based on State determined eligibility requirements, and the County has no discretion in the amount of aid issued, nor the number of individuals that are eligible for the program. The requested increase would allow the department to issue benefits based on categorical aid mandates. Increased expenditures in CalWORKs aid payments will be off set by State revenues in the amount of \$1,279,919.

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

Auditor Use Only	
Date _____	
J/E No. _____	
Page _____	of _____

(A) New Appropriation

Expenditures:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Human Services	CalWORKs Assistance	0001	520000	93101	1,279,919
TOTAL						1,279,919

Funding Sources:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Human Services	St Aid - CW For Children	0001	520000	85014	1,279,919
TOTAL						1,279,919

(B) Budget Transfer:

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

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
TOTAL						

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



Dept. of Finance Approval _____ Department Head _____

Administration Approval _____ Board Approval _____

BOS meeting 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 May 12, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: NATIONAL PUBLIC WORKS WEEK

SUMMARY:

Overview:

Essential public facilities and services could not be provided without the dedicated efforts of Public Works professionals representing all levels of government, who are responsible for and must design, build, operate, and maintain the transportation, water supply, sewage treatment, refuse collection and disposal systems, public buildings, public parks, equipment fleets and other structures, equipment and facilities essential to serve citizens, and to provide them with the quality of life they have come to expect.

Recommendation:

Adopt a Resolution proclaiming May 17-23, 2020, as “National Public Works Week” in Kings County.

Fiscal Impact:

None.

BACKGROUND:

The American Public Works Association (APWA) has been celebrating Public Works Week since 1960. This week is used to energize and educate the public on the importance of the contribution of public works to their daily lives.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

RESOLUTION IN SUPPORT
OF NATIONAL PUBLIC WORKS WEEK/

RESOLUTION NO.

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Kings County;

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid-waste systems, public buildings, and other essential structures and facilities for our citizens;

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Kings County to gain knowledge of and to maintain a progressive interest in and understanding of the importance of public works and public works programs in their respective communities; and...

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, BE IT RESOLVED that the County of Kings Board of Supervisors does hereby proclaim the week of May 17-23, 2020 as

“National Public Works Week”

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 12th of May, 2020, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this 12th day of May, 2020.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 12, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: RESOLUTION CERTIFYING KINGS COUNTY'S MAINTAINED ROAD MILEAGE FOR 2019

SUMMARY:

Overview:

The County is required to certify the number of road miles the County maintains to the State on an annual basis. This information is used to calculate Highway User Tax apportionments.

Recommendation:

Adopt a Resolution certifying the County's maintained road mileage for calendar year 2019.

Fiscal Impact:

There is no impact to the General Fund or the Road Fund.

BACKGROUND:

The State uses the number of road miles maintained by local jurisdictions in the various formulas to calculate the distribution of gas tax revenues to the counties throughout the State. As a result, the Board of Supervisors is required to certify the amount of road miles maintained each year to the State Controller. In 2019, there were no changes to the County's maintenance responsibility. The maintained mileage to be certified for 2019 is 926.5 miles, which is the same as 2018.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF PETITION TO
CALIFORNIA STATE CONTROLLER/

RESOLUTION NO. _____

WHEREAS, the Public Works Department on April 30, 2019, certified to the State Controller the total mileage of maintained County Roads in the unincorporated territory of the County of Kings to be 926.5 miles; and

WHEREAS, under the provisions of Section 2121 of the Street and Highways Code, the County of Kings requests that its mileage of maintained roads remain at 926.5 miles.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Kings requests this petition be approved and the mileage of County maintained roads be certified to the State Controller.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 12th of May, 2020, by the following vote:

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

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

WITNESS my hand and seal of said Board of Supervisors this 12th day of May, 2020.

Clerk of Said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 12, 2020

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: RESOLUTION AND GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

SUMMARY:

Overview:

Over the past 19 years, the Sheriff's Office has annually received approval from the Board of Supervisors to receive Boating Safety and Enforcement (BS&E) financial aid from the California Department of Parks and Recreation, Division of Boating and Waterways to conduct boating safety and enforcement activities in Kings County. Approval is requested to apply for reimbursement for the Fiscal Year 2020-2021.

Recommendation:

Adopt a Resolution authorizing participation in the Boating Safety and Enforcement Financial Aid Program, and authorizing the Sheriff to sign the grant Agreement.

Fiscal Impact:

This will reduce the impact on the Fiscal Year 2020-2021 General Fund by \$75,017. The expenses and revenue related to this program are included in Budget Unit 222000. This program is also funded from boat taxes collected each fiscal year. Per the requirements of this program, the County must demonstrate that the local boat taxes are expended prior to receiving the financial aid from the state.

BACKGROUND:

The purpose of the BS&E Financial Aid Program is to provide State financial aid to local governmental agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program. The program is intended to augment existing local resources for boating safety and enforcement activities and is not intended to fully fund BS&E programs. Local participation

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION AND GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS

May 12, 2020

Page 2 of 2

in the program in entirely voluntary. Any local agency may opt not to participate in the program if they choose to spend their boat taxes on activities other than boating safety and enforcement activities. The State's management of the program has not changed from past practice. These funds will be utilized to offset the manpower costs associated with patrolling the Kings River. These funds will also reimburse the County for equipment purchases and repairs associated with patrolling the Kings River and its tributaries. This agreement shall be for the term beginning July 1, 2020 and ending June 30, 2021.

The Resolution and Grant Agreement have be reviewed and approved as to form by County Counsel.

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

IN THE MATTER OF AUTHORIZING THE RESOLUTION NO. _____
KINGS COUNTY SHERIFF'S OFFICE TO
PARTICIPATE IN THE BOATING SAFETY
AND ENFORCEMENT FINANCIAL AID
PROGRAM AS OPERATED BY THE CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION,
DIVISION OF BOATING AND WATERWAYS
FOR FISCAL YEAR 2020-2021 /

WHEREAS, the Kings County Sheriff's Office ("Sheriff") performs boating safety and enforcement activities as set forth in Section 6593.3 of Title 14 of the California Code of Regulations ("Section 6593.3"); and

WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways ("Department") operates a Boating Safety and Enforcement Financial Aid Program ("Program") for local agencies that perform boating safety and enforcement activities as set forth in Section 6593.3; and

WHEREAS, acceptance of funding under the Program requires the County of Kings ("County") to comply with the requirements of Section 663.7 of the Harbors and Navigation Code; and

WHEREAS, the Sheriff would like to participate in the Department's Program to augment the revenues received by the County of Kings ("County") for boating safety and enforcement activities.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Sheriff may participate in the Program as operated by the Department to augment the revenues received by the County for boating safety and enforcement activities.

2. The Sheriff of Kings County, David Robinson, or his designee, may sign the agreement with the Department to participate in the Program for Fiscal Year 2020-2021, submit invoices for reimbursement, and receive reimbursement under the Program for boating safety and enforcement activities.

3. As required under Section 663.7, subdivision (e) of the Harbors and Navigation Code, the County shall expend an amount for boating safety programs during Fiscal Year 2020-2021 that will be not less than one hundred percent (100%) of the amount received by the County from personal property taxes on vessels.

4. Funding allocated to the County pursuant to Section 663.7, subdivision (a) of the Harbors and Navigation Code shall only be used for the boating safety and enforcement programs as specified therein and conducted within the County.

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

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

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

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2020.

Deputy Clerk of said Board of Supervisors



Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this *1ST day of July, 2020*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called “Department,” and the *COUNTY OF KINGS*, hereinafter called “Agency”;

WITNESSETH

WHEREAS, Contingent on approval of the **Fiscal Year 2020-2021** budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

A. **Maximum Amount.** The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$75,017.00** for the agreement term in full consideration of Agency’s performance of the services described in this agreement.

B. **Rate of Payment.** The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___monthly **OR** ___quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

Ms. Joanna Andrade
Department of Parks and Recreation
Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814

TO AGENCY

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

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2020**, and ending **June 30, 2021**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.
- D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By: _____

*California Department of Parks and Recreation,
Division of Boating and Waterways*

Date: _____

“Department”

COUNTY OF KINGS

By: _____

Title: _____

Date: _____

“Agency”



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 12, 2020

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

SUBJECT: MENTAL HEALTH MATTERS MONTH

SUMMARY:

Overview:

Kings County Behavioral Health, in collaboration with the Kings County Mental Health Task Force, is requesting the County to help raise awareness of mental health issues and services by promoting May as Mental Health Matters Month in Kings County.

Recommendation:

Adopt a Resolution proclaiming the month of May 2020 as Mental Health Matters Month in Kings County.

Fiscal Impact:

There is no additional cost to the General Fund. Revenues and expenditures for awareness activities are found in the Fiscal Year 2019-2020 Budget Unit #422200, titled Mental Health Services Act.

BACKGROUND:

Since 2013, the State of California has proclaimed May as Mental Health Matters Month. This statewide effort was created to generate a greater understanding of mental health issues through the Each Mind Matters campaign. The goal is to increase awareness, but also to reduce the barriers and stigma associated with individuals seeking mental health treatments and wellness programs to live a longer and healthier life. Throughout Mental Health Matters Month, Kings County Behavioral Health (KCBH), working with the Kings County Mental Health Task Force, has been engaging the community through various outreach methods. Kings Partnership For Prevention (KPFP) has created an informative Public Service Announcement (PSA) that

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

MENTAL HEALTH MATTERS MONTH

May 12, 2020

Page 2 of 2

contains valuable resources including healthy activities and direct links to promote Mental Health Matters Month which can be found at the KPFP and KCBH web sites. The Kings County Mental Health Task Force is also working with local businesses to place green flags at their business location that symbolize and promote awareness of Mental Health Matters Month. In addition to these efforts, multiple radio ads are currently being played on air via local radio stations and two community billboards have been placed promoting the Mental Health Matters Month and Kings County Warm line.

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

IN THE MATTER OF RECOGNIZING RESOLUTION NO. _____
MAY 2020 AS KINGS COUNTY MENTAL
HEALTH MATTERS MONTH _____/

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans face challenges in life that can impact their mental health; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Kings County Board of Supervisors do hereby proclaim May 2020 as Mental Health Matters Month in Kings County; and
2. Call upon the citizens, government agencies, public and private institutions, businesses and schools in Kings County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

The foregoing resolution was adopted upon motion by Supervisor _____,
seconded by Supervisor _____, at a regular meeting held this 12th day of
May 2020 by the following vote:

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

Chairman, Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 12th day of May 2020.

Catherine Venturella, Clerk to 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

May 12, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister/Tim Breshears

SUBJECT: RESOLUTION REGARDING AN INTER-FUND LOAN FOR THE HICKEY
PARK WELL REPAIR

SUMMARY:

Overview:

The bids for the Hickey Park Well Repair came in higher than anticipated. Staff is recommending that the Board modify its authorization to increase the amount of the inter-fund loan it previously approved to cover this cost increase.

Recommendation:

- a. Adopt a resolution authorizing an inter-fund loan between the County's General Fund and the County's Fleet Fund (Internal Services Fund) for the purpose of replacing the Hickey Park irrigation well.
- b. Authorize the Public Works Director to approve additional costs up to 10% of the contract amount, if necessary.
- c. Adopt the Budget Change. (4/5 Vote Required)

Fiscal Impact:

Funds for the cost of the new well will be loaned from the Kings County Fleet Fund, an Internal Services Fund (ISF) to the General Fund account for the Parks Division of the Public Works Department. The loan will be repaid from the General Fund to the ISF over three (3) years in three (3) annual payments. Interest will be applied yearly at the preceding year's annual treasury pool rate. The first of the three (3) payments will be due April 1, 2021. The total cost of the well pursuant to the lowest responsive bid is \$153,801. With a contingency of 10%, the amount of the loan would be \$169,000. This amount will be allocated to capital outlay for the well repair. On March 17, 2020 your Board authorized a transfer of \$130,000 from the Fleet fund for this project. A budget change in the amount of \$39,000 is requested

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION REGARDING AN INTER-FUND LOAN FOR THE HICKEY PARK WELL REPAIR

May 12, 2020

Page 2 of 3

today to pay for the increased cost of the project over the initial estimate versus the bids received. A new General Fund obligation will be required, in the amount of \$56,333 plus interest, to pay back the loan if the full amount of the budget is expended.

BACKGROUND:

On March 17th, your Board approved an inter-fund loan between the County's General Fund and the County's fleet fund in the amount of \$130,000 for the purpose of replacing the Hickey Park irrigation well. This project is being administered under the County's informal contract procedures, which allow the Public Works Director and the County Administrative Officer to advertise and award projects below \$200,000. On April 17, 2020, four (4) bids were opened, all of which were considered responsive and responsible. Willits Equipment & Engineering Company Inc. submitted the lowest base bid in the amount of \$153,801 (a summary of all bids are shown below). Staff is recommending award of the Base Bid only. Additive Alternates 1 and 2 can be accomplished by force account (completed with County resources) and absorbed by the Parks budget. This force account work is allowable under the California Uniform Construction Cost Accounting Act.

The work of the Base Bid and Alternates are summarized as follows:

Base bid - includes installation of new well, pump, and components. New pump to run at 25hp, half the intended design flow

Additive Alternate one – Installation of approximately 1500 feet of C900 water line and allows new pump to run at 50HP and evenly disperse sufficient water through the entire park.

Additive Alternate two – Removing of spoil material brought to the surface during the drilling process.

If the loan in the increased amount is approved, the funding will be provided at the Kings County Treasury Pool rate under the provisions of federal law as contained in Title 2 of the Code of Federal Regulations, Section 225, under the following provisions:

1. The loan will be recorded as an account receivable in the ISF's financial records;
2. The loan will be repaid with interest from the General Fund, and the interest shall be computed at the Kings County Treasury Pool rate in effect on June 30th of the preceding fiscal year;
3. The period of the loan is thirty-six (36) months and will be paid in three (3) annual installments;
4. The loan will not adversely affect the ISF's current cash requirements;
5. The ISF may demand accelerated repayment of all or any part of the loan if its cash requirements so dictate; and
6. The General Fund may repay the loan sooner without any penalties.

Risk Management is working on covering all or a portion of the cost through County insurance. Any insurance funds recovered will be used to pay down the loan.

Agenda Item

RESOLUTION REGARDING AN INTER-FUND LOAN FOR THE HICKEY PARK WELL REPAIR

May 12, 2020

Page 3 of 3

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

The four (4) bids received are summarized below:

RANK	BIDDERS	BASE BID	Add Alt 1	Add Alt 2	TOTAL
1	Willits Equipment & Engineering	\$ 153,800.62	\$ 42,910.39	\$ 4,704.00	\$ 201,415.01
2	Maggiore Bros. Drilling Inc.	\$ 220,352.00	\$ 62,500.00	\$ 7,500.00	\$ 290,352.00
3	Nor-Cal Pump & Well Drilling Inc.	\$ 296,254.00	\$ 4,386.00	\$ 7,843.00	\$ 308,483.00
4	Zim Industries, Inc. dba Bakersfield Well & Pump Company	\$ 266,912.00	\$ 50,000.00	\$ 15,000.00	\$ 331,912.00

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

Auditor Use Only
Date
J/E No.
Page of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Capital	Capital	Structures and Improvements	20000	700000	94006	39,000
TOTAL						39,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Capital	Capital	Revenue Transfer in	20000	700000	89000	39,000
TOTAL						39,000

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
Public Works	Fleet	Contingencies	500100	925600	99000	39,000
TOTAL						39,000

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
Public Works	Fleet	Revenue Transfer Out	500100	925600	96000	39,000
TOTAL						39,000

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

Auditor Approval _____ Department Head _____

CAO Approval _____ Board Approval _____

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

IN THE MATTER OF AUTHORIZING
INTER-FUND LOAN BETWEEN THE
COUNTY OF KINGS PARKS DIVISION
(GENERAL FUND) AND THE FLEET FUND
(INTERNAL SERVICE FUND) _____/

Resolution No. 20-_____

WHEREAS, the Parks Division of the County of Kings Public Works Department has suffered a well failure at Hickey Park;

WHEREAS, the estimated costs of replacing the well is \$169,000;

WHEREAS, the County of Kings Fleet Fund (ISF) has the ability to provide financing at the County of Kings Treasury pool rate under the following provisions of 2 Code of Federal Regulations (“C.F.R.”) Section 225:

1. The loan will be recorded as an account receivable in the ISF’s financial records;
2. The loan will be repaid with interest from the General Fund, and the interest shall be computed at the Kings County Treasury Pool rate in effect on June 30th of the preceding fiscal year;
3. The period of the loan is thirty-six (36) months (the maximum time permitted through the cost plan) and will be repaid in three (3) annual installments;
4. The loan will not adversely affect the ISF’s current cash requirements;
5. The ISF may demand accelerated repayment of all or any part of the loan if its cash requirements so dictate; and
6. The General Fund may repay the loan sooner without any penalties.

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Kings County Board of Supervisors authorizes the County’s Director of Finance to establish an inter-fund loan between the County of Kings Fleet Fund and the Parks Division of Kings County Department of Public Works subject to the conditions of 2 C.F.R. Section 225 set out above, in an amount not to exceed \$169,000, plus applicable interest and pursuant to the schedule attached as Exhibit A.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 12th day of May, 2020, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this 12th day of March 2020.

Clerk of said Board of Supervisors

Exhibit A

General Fund Loan from Fleet ISF

Draw Down 5/1/2020
Principal \$169,000
Interest Rate 1.5% (estimated interest rate to be adjusted annually based on Treasury Pool earnings)
Term Three (3) Annual payments beginning August 1, 2021 and every August 1st after that for two (2) additional payments

Payment Date	Payment	Interest	Principal	Balance
				\$ 169,000
4/1/2021	\$58,032	\$2,535	\$55,497	\$ 113,503
4/1/2022	\$58,032	\$1,703	\$56,329	\$ 57,174
4/1/2023	\$58,032	\$ 858	\$57,174	\$ 0

This amortization is a reasonable estimate; the actual interest rate will vary from year to year.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 12, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: 2020 DRY YEAR WATER TRANSFER PROGRAM

SUMMARY:

Overview:

On February 25, 2020, your Board approved the participation in the 2020 Dry Year Water Transfer Program. In dry years, the State Water Contractors, Inc. facilitates water transfers among participating contractors. Water is generally made available from contractors in northern California and is sold to other contractors at a negotiated price. This year, the Lemoore Naval Air Station is planning to participate in the program by purchasing 3,000 acre feet of Dry Year Water Transfer Water. The request is the first agreement from contractors in the North to sell their available water.

Recommendation:

- a. Authorize the County Administrative Officer or her designee to execute a Purchase Agreement with Garden Highway Mutual Water Company for water transfer under the 2020 Dry Year Water Transfer Program; and
- b. Authorize the County Administrative Officer or her designee to execute any future Purchase Agreements for water transfer under the 2020 Dry Year Water Transfer Program subject to County Counsel review.

Fiscal Impact:

None. The State Water Contractors will handle all payments and disbursements for this transaction on the buyers' behalf through the use of an escrow account, and the buyers will have no liability associated with any of the distributions. The Seller agrees to sell to the buyers at a price of \$350.00 for each acre-foot, the water supply.

BACKGROUND:

In dry years, contractors in northern California make State Water Project water available for purchase by other contractors. This year the State Water Project allocation is 15% and State Water Contractors, Inc. has developed a Dry Year Water Transfer Program. The County is a contractor and coordinates with the Tulare Lake Basin Water Storage District to deliver State Water Project Water to the Lemoore Naval Air Station (LNAS) through

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

2020 DRY YEAR WATER TRANSFER PROGRAM

May 12, 2020

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(Cont'd)

Westlands Water District turnouts. The LNAS has indicated interest in participating in the Dry Year Water Transfer Program to purchase an additional 3,000 acre feet of water.

The Buyer-Seller Agreement between the County and the State Water Contractors, Inc. was approved by your Board on February 25, 2020. There will be approximately ten purchase agreements similar to this one being presented for this year's Dry Year Water Transfer Program.

The Buyers, represented in this agreement include the following agencies: Dudley Ridge Water District, Kern County Water Agency, County of Kings, Tulare Lake Basin Water Storage District, and Alameda County Water District. The Seller in this particular purchasing agreement is: Garden Highway Mutual Water Company.

This agreement allows for buyers to acquire from seller, water supplies that buyers have determined are needed for use in buyers' service areas. The water supplies to be transferred under this agreement will be a portion of the water available to seller under its State Water Resources Control Board ("SWRCB") application no. 1699 and associated license 2033, and in accordance with the seller's water rights settlement agreement with the State of California Department of Water Resources ("DWR"), dated may 17, 1977, regarding seller's surface water diversions from the Feather River.

Staff recommends authorizing the County Administrative Officer or her designee to execute this Buyer-Seller Purchase Agreement(s) as well as future purchase agreements, under the 2020 Dry Year Water Transfer Program, subject to Counsel review.

**PURCHASE AGREEMENT FOR WATER TRANSFER
BETWEEN SELLER AND BUYERS**

This Purchase AGREEMENT for Water Transfer (“AGREEMENT”) is effective when fully executed by and between Garden Highway Mutual Water Company (“SELLER”) and the public agencies listed in **Appendix A** that execute this AGREEMENT (“BUYERS”).

RECITALS

- A. SELLER is a California entity formed and operating in accordance with California law, and is empowered to sell water to BUYERS as provided for in this AGREEMENT.
- B. BUYERS are public agencies that execute this AGREEMENT and are formed and operating under the California Water Code and are empowered to purchase water from SELLER as provided for in this AGREEMENT for delivery to their customers.
- C. This AGREEMENT allows for BUYERS, willing purchasers, to acquire from SELLER, a willing seller, water supplies that BUYERS have determined are needed for use in BUYERS’ service areas. The water supplies to be transferred under this AGREEMENT will be a portion of the water available to SELLER under its State Water Resources Control Board (“SWRCB”) Application No. 1699 and associated License 2033, and in accordance with the SELLER’s water rights settlement agreement with the State of California Department of Water Resources (“DWR”), dated May 17, 1977, regarding SELLER’s surface water diversions from the Feather River.
- D. The water made available for transfer under this AGREEMENT will result from GROUNDWATER SUBSTITUTION or RESERVOIR REOPERATION.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, the PARTIES agree as follows:

1. *Recitals Incorporated.*

The foregoing Recitals are incorporated herein by reference.

2. *Definitions.*

The following terms shall have the following meanings as used herein:

- a. “2020 IRRIGATION SEASON” means May 1, 2020 through September 30, 2020.
- b. “ASSUMED DEPLETION LOSS” means the total reduction in stream flow assumed by the DWR to result from additional groundwater pumping that will occur as a result of the water transfer. For this AGREEMENT, ASSUMED DEPLETION LOSS will be 24%.
- c. “BUYERS” are the public water agencies listed in **Appendix A** that execute this AGREEMENT.
- d. “CEQA” means the California Environmental Quality Act.
- e. “CONTRACT INTEREST RATE” is the interest rate paid monthly by the Local Agency Investment Fund (“LAIF”), calculated from the date of the payment being refunded and compounded monthly.
- f. “CONTRACTORS” means the State Water Contractors.
- g. “DIVERSION AGREEMENT” is the Agreement on Diversion of Water from the Feather River dated May 17, 1977, by and between Garden Highway Mutual Water Company and the State of California acting by and through DWR.

- h. “GROUNDWATER SUBSTITUTION” is water made available by pumping groundwater from wells within SELLER’s boundary to irrigate crops, and forbearing surface water diversions of an equal amount of water for delivery to the BUYERS.
- i. “PARTIES” are the BUYERS and SELLER. DWR, while not a PARTY, does have authority to consent to this AGREEMENT.
- j. “POINT OF DELIVERY” means SELLER’s diversion point(s) located at mile 13.1R on the Feather River, or such other delivery point as agreed to by the PARTIES and DWR.
- k. “RESERVOIR REOPERATION” means the purposeful release of previously stored water from the SELLER’s reservoir or reservoirs, which absent the water transfer, would remain in storage within the SELLER’s reservoir or network of reservoirs.
- l. “SWC AGREEMENT” means the State Water Contractors 2020 Dry Year Water Transfer Agreement by and between the BUYERS and CONTRACTORS.

3. Term.

This AGREEMENT will be effective between the SELLER and any BUYERS listed above once they have both executed this AGREEMENT. This AGREEMENT will be in effect until December 31, 2020, or such later date when all obligations under it are satisfied. No right of renewal or right to enter into extensions of this AGREEMENT or to enter into any new water transfer agreement is expressly granted hereunder, nor may such a right be implied from the execution of this AGREEMENT.

4. Agreement to Transfer Water.

a. The BUYERS have entered into a SWC AGREEMENT. In the SWC AGREEMENT, the BUYERS authorized the CONTRACTORS to handle all payments and disbursements described in this AGREEMENT on the BUYERS' behalf. The SWC AGREEMENT requires BUYERS to deposit with the CONTRACTORS funds necessary to make the payments for water and the BUYERS' share of regulatory costs and authorizes the CONTRACTORS to make all such payments to SELLER required by this AGREEMENT. SELLER shall send all notices or invoices required by this AGREEMENT to the CONTRACTORS with a copy to BUYERS, and the CONTRACTORS shall send all notices and payments to SELLER under this AGREEMENT on behalf of the BUYERS. The CONTRACTORS shall make all payments to SELLER required in accordance with this AGREEMENT on the BUYERS' behalf. Payment shall be made to an escrow account in accordance with instructions to be provided from SELLER to BUYERS so that SELLER can disburse a share of the proceeds from such account to the landowners/shareholders within the SELLER pursuant to agency agreements between the SELLER and its landowners/shareholders. SELLER shall be responsible for the costs of the escrow arrangement and BUYERS will have no liability associated with distributions made by the SELLER's escrow account or conflicts that may result from the escrow account. Nothing in this Section 4(a) shall affect or limit the BUYERS' duties and obligations under this AGREEMENT, and they remain jointly and severally obligated to make the subject payments to SELLER, notwithstanding performance or non-performance on the part of the CONTRACTORS.

- b.* SELLER agrees to sell to BUYERS, at a price of \$350.00 for each acre-foot, the water supply derived from GROUNDWATER SUBSTITUTION and/or from RESERVOIR REOPERATION for delivery in 2020 for each acre-foot DWR and USBR (where applicable) determines is transferable and SELLER makes available to BUYERS at the POINT OF DELIVERY in accordance with DWR’s “Draft Technical Information for Preparing Water Transfers Proposals” for Water Transfers in 2020, as revised in December 2019 (“Technical Information”). If the BUYERS enter into a 2020 water transfer agreement pursuant to the SWC AGREEMENT with another North-of-Delta seller for a higher price, BUYERS will adjust the price paid under this AGREEMENT to match that higher price. Neither this Section, nor any other provision in this AGREEMENT, shall establish a precedent or be considered binding on the PARTIES regarding the terms and conditions of agreements governing possible future transfers.
- c.* For GROUNDWATER SUBSTITUTION transfers: DWR is imposing an ASSUMED DEPLETION LOSS on the water quantity developed through GROUNDWATER SUBSTITUTION. Accordingly, the water amount developed from GROUNDWATER SUBSTITUTION that the BUYERS will receive under this AGREEMENT will be the amount pursuant to Section 6 that is determined to be transferable by DWR at the POINT OF DELIVERY in accordance with the Technical Information, after deducting the ASSUMED DEPLETION LOSS. The PARTIES acknowledge and agree that, as of the effective date of this AGREEMENT, SELLER does not concede that there is adequate data or analyses supporting the ASSUMED DEPLETION LOSS. The ASSUMED DEPLETION LOSS for this water transfer shall in no manner whatsoever constitute a precedent

for any determination or allocation of depletion loss in connection with any future water transfer involving SELLER. Nothing in this AGREEMENT constitutes an admission by SELLER for purposes of future transfers that the regulatory requirements imposed on this water transfer are required under applicable law.

- d.* In the event SELLER fails to make available the water quantity purchased at the POINT OF DELIVERY, subject to any applicable reductions pursuant to Section 4(c), SELLER will first provide appropriate adjustments to the final invoice to reflect any differences in the volume of water requested by BUYERS and ultimately delivered by SELLERS. If due to unforeseen circumstances the final invoice reflects an amount due to BUYERS, SELLER will promptly refund to BUYERS any payments made for purchased water not provided by SELLER. Any refunds shall accrue interest at the CONTRACT INTEREST RATE.

5. *Payments for GROUNDWATER SUBSTITUTION and RESERVOIR REOPERATION Transfer Water.*

- a.* SELLER may invoice BUYERS for 50% of the final quantities SELLER offers on or before May 30, 2020, provided DWR and/or the SWRCB have approved the transfer and BUYERS have called on delivery of the water. If DWR and/or SWRCB approval occurs after May 30, 2020, SELLER may invoice BUYERS for 50% of the final quantities at that time, provided BUYERS have called the water. On or after July 31, 2020, SELLER may invoice BUYERS for an additional 40% of the final water quantity offered by SELLER under this AGREEMENT. After DWR has confirmed the final water quantity delivered by SELLER at the POINT OF DELIVERY, SELLER may invoice BUYERS for the final balance owed. BUYERS shall pay all invoices under this Section within thirty (30) days of

receipt. Payments not made within thirty (30) days under this Section shall accrue interest at the CONTRACT INTEREST RATE, compounded monthly.

6. *Water To Be Transferred; Delivery Conditions; POINT OF DELIVERY.*

- a.** On or before 5:00 p.m. on May 15, 2020, in their sole discretion, BUYERS shall notify SELLER whether they want to buy the total amount of water offered by SELLER on May 4, 2020. Failure by BUYERS to notify SELLER on or before 5:00 p.m. on May 15, 2020 shall be deemed an election by BUYERS to take all water offered by SELLER on May 4, 2020. Except as provided for in Sections 6(b) and 6(c), once BUYERS have notified SELLER of their intent to buy all water made available by SELLER (or that election has been otherwise deemed to occur), BUYERS will have a “take or pay” obligation for the total amount of water offered by SELLER and that is determined to be transferable by DWR and USBR (where applicable) at the POINT OF DELIVERY in accordance with the Technical Information.
- b.** For water made available by RESERVOIR REOPERATION:

 - i.** BUYERS agree to purchase the amount of RESERVOIR REOPERATION water specified by SELLER in Section 6(a) that DWR and USBR (where applicable) determine to be transferable at the POINT OF DELIVERY, and is made available by SELLER at the POINT OF DELIVERY.
 - ii.** Until SELLER provides the offer of water set forth in Section 6(a), SELLER may, in its sole discretion, reduce in whole or in part the amount of water being offered from RESERVOIR REOPERATION it wishes to make available to BUYERS.

- iii.* If regulatory restrictions, including increased carriage losses, or State Water Project (“SWP”) infrastructure availability limit BUYERS’ ability to divert and use the RESERVOIR REOPERATION water under this AGREEMENT, or the BUYERS choose to terminate RESERVOIR REOPERATION transfers, BUYERS shall provide seventy-two (72) hour notice and suspend or terminate RESERVOIR REOPERATION transfers. Any water released prior to the effective date of the suspension or termination will be considered transferred to BUYERS.
- iv.* In the event SELLER’s supply is reduced or curtailed, SELLER will meet and confer with BUYERS, but SELLER will reserve the right in its sole and absolute discretion to terminate this AGREEMENT. However, the obligations set forth in Section 7 will still apply.

c. For water made available by GROUNDWATER SUBSTITUTION:

- i.* BUYERS agree to purchase the amount of GROUNDWATER SUBSTITUTION water specified by SELLER in Section 6(a) that is determined to be transferable at the POINT OF DELIVERY by DWR, subject to Section 6(c)(iv), and is made available by SELLER at the POINT OF DELIVERY identified in Section 6(d).
- ii.* Until SELLER provides the offer of water set forth in Section 6(a), SELLER may, in its sole discretion, reduce in whole or in part the water quantity being offered from GROUNDWATER SUBSTITUTION it wishes to make available to BUYERS. Subject to Section 6(c)(iv), SELLER will use reasonable efforts to provide the GROUNDWATER SUBSTITUTION water during the transfer period, but cannot be the

guarantor or otherwise warrant that it will be able to pump the full quantity of water offered by SELLER and accepted by BUYERS.

GROUNDWATER SUBSTITUTION amounts are subject to change based on the final start date for the water transfer, regulatory approvals and requirements, and any monitoring and mitigation obligations which may suspend or reduce pumping.

- iii.* If SELLER elects to transfer water based on GROUNDWATER SUBSTITUTION, SELLER shall temporarily reduce the amount of surface water diverted and used for irrigation within SELLER's service area by an amount commensurate with the amount of groundwater pumped and make available that amount of water for transfer to BUYERS at the POINT OF DELIVERY described in Section 6(d).
- iv.* This AGREEMENT places no requirement or restriction on SELLER's diversions of surface water under its DIVERSION AGREEMENT or groundwater use by landowners within SELLER's boundary in the 2020 IRRIGATION SEASON. However, if regulatory restrictions, including increased carriage losses, or SWP infrastructure availability limit BUYERS' ability to divert and use the GROUNDWATER SUBSTITUTION water under this AGREEMENT, or the BUYERS choose to terminate GROUNDWATER SUBSTITUTION transfers, BUYERS shall provide seventy-two (72) hour notice of the need for SELLER to either suspend or terminate pumping. BUYERS may request SELLER to resume GROUNDWATER SUBSTITUTION water under this AGREEMENT, and SELLER will resume pumping as soon as practicable,

but no later than forty-eight (48) hours after BUYERS' notice. If pump or other mechanical failures, third party claims, or other unforeseen events limit SELLER's ability to make water available to BUYERS, SELLER shall notify BUYERS as soon as possible of the need to suspend, reduce, or terminate pumping. After such notification, SELLER and BUYERS shall promptly meet to determine whether to continue the GROUNDWATER SUBSTITUTION water transfer. During periods of reduced or suspended pumping, SELLER may return to normal surface water diversions.

v. SELLER shall monitor and prepare and submit reports as required by DWR's Technical Information for water made available through GROUNDWATER SUBSTITUTION. In the event that SELLER does not produce the groundwater necessary to provide the water requested pursuant to Section 6(a), for which BUYERS have contracted and paid for, SELLER will promptly refund to BUYERS any payments made in accordance with this AGREEMENT for each acre-foot not produced. Any refunds shall include interest at the CONTRACT INTEREST RATE.

d. SELLER shall make transfer water subject to this AGREEMENT available at the POINT OF DELIVERY, and SELLER shall not schedule the delivery of water to be transferred under this AGREEMENT. With the exception of SELLER's responsibility for the ASSUMED DEPLETION LOSS pursuant to Section 4(d) (applicable for GROUNDWATER SUBSTITUTION transfers) and to the extent provided for in Section 6, BUYERS shall be responsible for and shall bear all risks for all conveyance and other losses related to the inability of BUYERS or

DWR to convey the water from the POINT OF DELIVERY to BUYERS, and for any carriage water losses assessed against BUYERS by USBR or DWR.

BUYERS understand and acknowledge that the transfer of water will occur within the current and future regulatory parameters for the SWP, including all Biological Opinion requirements under the federal and state endangered species acts and any additional restrictions being implemented as a result of interim operational remedies imposed by a state or federal court. SELLER shall in no way be responsible for BUYERS' inability, infeasibility, frustration of purpose, or increased expenses resulting from transferring or transporting the water after the POINT OF DELIVERY. To the extent provided in Section 6(a), BUYERS' obligations under this AGREEMENT shall remain the same notwithstanding difficulty, increased costs, impossibility, or inability to transport the water to BUYERS' place of use except as provided in this AGREEMENT.

- e. The water made available by SELLER's GROUNDWATER SUBSTITUTION or RESERVOIR REOPERATION pursuant to this AGREEMENT shall be for the exclusive use of the BUYERS, and SELLER shall take no actions, except those permitted by this AGREEMENT, that would reduce the water transferred under this AGREEMENT.

7. *Obtaining Approvals; Environmental Compliance; and Related Costs.*

- a. Approvals. SELLER will be responsible for preparing any necessary CEQA and SWRCB documentation.
 - i. For GROUNDWATER SUBSTITUTION, SELLER is required to obtain approval by the SWRCB under Water Code Section 1725 by May 30, 2020, unless by mutual agreement the PARTIES modify this date, under

terms and conditions satisfactory to each PARTY. SELLER shall be responsible for obtaining such approval with any necessary cooperation and assistance from BUYERS. If the SWRCB approval has not been obtained by May 30, 2020, BUYERS and SELLER will confer to determine whether they will mutually agree to continue this AGREEMENT, with or without appropriate amendments.

ii. For RESERVOIR REOPERATION, SELLER will be responsible for preparing necessary CEQA, NEPA, and SWRCB documentation, acquiring Warren Act Contract or other contract or agreement with USBR as determined necessary, and executing refill agreements with USBR and/or DWR by [Not Applicable], 2020, unless by mutual agreement, the PARTIES modify this date under terms and conditions satisfactory to each PARTY

b. SELLER is required to obtain USBR's (where applicable) and DWR's consent to the water transfer provided for under this AGREEMENT. BUYERS and SELLER will cooperate with and assist each other as necessary in obtaining approval and agreement from USBR and/or DWR.

c. BUYERS will reimburse SELLER's reasonable and documented out-of-pocket administrative expenses, including but not limited to legal, environmental, and engineering consultants' fees and expenses incurred by SELLER in preparing, negotiating, administering, implementing and supporting this AGREEMENT, for developing and administering mitigation and monitoring programs for GROUNDWATER SUBSTITUTION, and obtaining any necessary approvals supporting this AGREEMENT, regardless of whether water is transferred, unless

SELLER fails to provide any water after the BUYERS provide notification to purchase water as set forth in Section 6.a). Subject to the foregoing, SELLER shall be entitled to this reimbursement for such costs incurred after February 1, 2020, and upon the BUYERS and SELLERS executing this AGREEMENT.

Except as set forth in Section 7(d), the maximum amount that a SELLER will be reimbursed for its out-of-pocket administrative expenses is \$50,000 (for actual net deliveries of 10,000 acre-feet or more); \$30,000 (for actual net deliveries between 9,999 acre-feet and 5,000 acre-feet); and \$20,000 (for actual net deliveries between 4,999 acre-feet and 1,000 acre-feet). If the BUYERS enter into a 2020 water transfer agreement pursuant to the SWC AGREEMENT with another North-of-Delta seller for a higher cost for the reimbursement of out-of-pocket administrative expenses, BUYERS will adjust the cost paid under this AGREEMENT to match that higher reimbursement cost. Water quantity offered by the SELLER but suspended, reduced, and/or, terminated per Section 6(c)(iv) will be counted towards the aforementioned administration reimbursement quantification tiers. SELLER may invoice BUYERS one time for such expenses after May 30, 2020. BUYERS shall pay such invoices within thirty (30) days of BUYERS' receipt of the invoice. SELLER shall invoice BUYERS for all costs under this Section by no later than December 31, 2020. If SELLER fails to invoice by December 31, 2020, BUYERS are not obligated to pay the costs set forth in this Section 7(c).

- d.* In the event of an administrative challenge and/or litigation related to the proposed 2020 water transfer, SELLER and BUYERS will promptly meet and confer to perform a risk assessment of the litigation/challenge, and cooperate in

good faith to determine whether to terminate the AGREEMENT due to the litigation/challenge. If litigation and/or an administrative challenge is pending as of May 15, 2020, either PARTY may elect to terminate the AGREEMENT due to any such litigation/challenge. If either PARTY so elects to terminate the AGREEMENT, BUYERS shall still be obligated to pay SELLER's reasonable and documented out-of-pocket administrative expenses, and for all of the water transferred to BUYERS prior to such termination. If litigation and/or an administrative challenge is initiated after May 15, 2020, SELLER and BUYERS will promptly meet and confer to perform a risk assessment of the litigation/challenge, but termination of this AGREEMENT may only occur through agreement of both BUYERS and SELLER or at the option of SELLER in its sole discretion. SELLER will take all necessary and appropriate actions to defend the transfer on behalf of BUYERS and SELLER. Except as set forth in Section 7(d)(ii), BUYERS will reimburse 100% of SELLER's actual out-of-pocket expenses incurred in defending the proposed 2020 water transfer. BUYERS shall cooperate in defending the litigation as requested by SELLER. SELLER shall invoice BUYERS for expenses under this Section on a monthly basis (supported by invoices) beginning the month following initiation of the proceeding or challenge, and BUYERS shall pay such invoices within thirty (30) days of BUYERS' receipt of each invoice. However, BUYERS may still dispute such invoices after paying.

- i.* Subject to Section 7(d)(ii), BUYERS shall bear their own costs of any litigation and/or administrative challenge and shall pay any remedial award associated therewith, whether levied against BUYERS or SELLER.

- ii.* As to claims that solely challenge SELLER's conduct within SELLER's service area or above the POINT OF DELIVERY, and excepting claims governed by Section 7(d), including CEQA, Endangered Species Act, or administrative challenges to the entire transfer program, SELLER shall have primary responsibility for defending such claims on behalf of both SELLER and BUYERS, and BUYERS shall participate in defending against such claims to the extent it deems necessary or appropriate, in BUYERS' sole discretion. BUYERS shall bear their own fees and costs of defending against such claims. Except as provided in Section 7(c), SELLER shall bear its own fees and costs of defending against such claims and shall pay any monetary awards associated therewith.
- e.* Notwithstanding anything to the contrary in Sections 7(c) and (d), BUYERS shall not be required to reimburse SELLER for the time spent by its directors, officers, or employees relating to this transfer.
- f.* SELLER is required to obtain USBR's (where applicable) and DWR's agreement that the water made available by SELLER at the POINT OF DELIVERY in accordance with the Technical Information is transferable to BUYERS. BUYERS are required to obtain DWR's agreement to divert the quantity of water calculated pursuant to Section 4(b), less carriage and any other water losses assessed by DWR, at the H.O. Banks Pumping Plant for delivery to BUYERS, consistent with BUYERS' SWP water supply contract. SELLER will cooperate with and assist BUYERS as requested to obtain DWR's agreement, but SELLER shall not act as a guarantor of such an agreement. BUYERS and SELLER acknowledge that DWR's approval will occur subsequent to executing this AGREEMENT. If

DWR's agreement is not obtained, BUYERS and SELLER will confer to determine whether they will mutually agree to continue this AGREEMENT, with or without appropriate amendments.

- g.** SELLER shall obtain any and all other necessary approvals required to effectuate the water transfer under this AGREEMENT, except that BUYERS shall obtain all authorizations for the conveyance of the transfer water from the POINT OF DELIVERY to BUYERS' places of use.

8. Water Rights Not Affected.

No transfer of water pursuant to this AGREEMENT shall confer any appropriative, public trust, or other right to water on any person or entity. Nothing in this AGREEMENT shall act as a forfeiture, diminution, or impairment of any rights of SELLER to its full deliveries of water after the expiration of the AGREEMENT, and shall in no way prejudice any of SELLER's rights thereto. Consistent with the provisions of California Water Code Sections 109, 475, 1011, 1244, and 11961, the PARTIES agree that no transfers under this AGREEMENT, nor the AGREEMENT itself, is evidence of the availability of surplus water beyond the term of the AGREEMENT, nor evidence of lack of beneficial use of the water involved in the transfer, and they shall not contend otherwise. The only rights granted to the PARTIES as a result of this AGREEMENT are those expressly set forth herein.

9. General Indemnity.

Subject to the provisions of Section 7(d) regarding allocation of litigation expenses, each PARTY (that is, SELLER on the one hand, and BUYERS on the other hand) agrees to protect, defend, indemnify, and hold harmless the other PARTY and its/their directors, officers, agents, servants, employees, and consultants, in addition to the CONTRACTORS' directors and employees from and against any and all losses, claims, liens, demands, and causes of action of

every kind and character, without limitation by enumeration, occurring or in any way incident to, connected with, or arising directly or indirectly out of the performance or non-performance by the indemnifying PARTY hereunder.

10. Construction and Interpretation.

It is agreed and acknowledged by the PARTIES that this AGREEMENT has been arrived at through negotiation, and that each PARTY has had a full and fair opportunity to revise the terms of this AGREEMENT. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this AGREEMENT.

11. Obligations Prior to Termination.

Notwithstanding any other provision hereof, the obligations of the PARTIES incurred pursuant to this AGREEMENT prior to the termination of this AGREEMENT, including without limitation the obligations to make refunds as required, shall survive the termination.

12. Severability.

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT shall not render the other provisions unenforceable, invalid, or illegal.

13. Governing Law.

This AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

14. Modifications.

This AGREEMENT can only be modified in writing and if executed by both PARTIES.

15. Entire Agreement.

This AGREEMENT contains the entire understanding of the PARTIES related to their interests, obligations, and rights in connection with the subject matter set forth herein. All prior

communications, negotiations, stipulations, and understandings, whether oral or written, are of no force or effect, and are superseded, except as referenced herein.

16. No Third Party Beneficiary.

The PARTIES to this AGREEMENT do not intend to create any third party beneficiaries to this AGREEMENT, and expressly deny the creation of any third party beneficiary rights hereunder toward any person or entity.

17. Time.

Time is of the essence in the performance of each and every term of this AGREEMENT.

18. Waiver.

The waiver or failure to declare a breach as a result of the violation of any term of this AGREEMENT shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel, forgiveness or waiver by any PARTY to that term or condition.

19. Attorneys' Fees.

If it shall be necessary for any PARTY hereto to commence legal action or arbitration to enforce the terms and provisions of this AGREEMENT, each PARTY shall be responsible for its own attorneys' fees, expenses, and costs incurred therein.

20. Captions.

The section and subsection captions in this AGREEMENT are for convenience only and shall not be used in construing the AGREEMENT.

21. Additional Documents.

Each PARTY agrees to make, execute, and deliver any and all documents and to join in any application or other action reasonably required to implement this AGREEMENT.

22. Notice.

Any and all communications and/or notices in connection with this AGREEMENT shall be emailed, or either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

To: Garden Highway Mutual Water Company

Jon Munger
12755 Garden Highway
Yuba City, CA 95991
Jon@montnafarms.com

To: State Water Contractors

Eric Chapman
1121 L Street, Suite 1050
Sacramento, CA 95814-3944
echapman@swc.org

To: BUYERS

See **Appendix A** attached hereto for list of names and addresses of BUYERS. The PARTIES may change the foregoing addresses by providing written notice in compliance with this Section.

23. BUYERS' Liability.

BUYERS, and each of them, shall be jointly and severally liable for complying with the obligations, liabilities, terms, and conditions of this AGREEMENT, including, without limitation, the obligations set forth in Sections 5 and 7.

24. Counterparts; Facsimile Execution.

This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s)

thereon, provided such signature page is attached to any other counterpart identical thereto except for having an additional signature page executed by any other PARTY. Each PARTY agrees that each other PARTY may rely upon the facsimile signature of any PARTY on this AGREEMENT as constituting a duly authorized, irrevocable, actual, current delivery of this AGREEMENT as fully as if this AGREEMENT contained the original ink signature of the PARTY supplying a facsimile signature.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the day and year first written above.

GARDEN HIGHWAY MUTUAL WATER COMPANY

By _____ Dated: _____
Alfred G. Montna
Title: President

DUDLEY RIDGE WATER DISTRICT

By _____ Dated: _____
Title: _____

KERN COUNTY WATER AGENCY

By _____ Dated: _____
Thomas McCarthy
Title: General Manager

COUNTY OF KINGS

By _____ Dated: _____
Title: _____

TULARE LAKE BASIN WATER STORAGE DISTRICT

By _____ Dated: _____
Title: _____

ALAMEDA COUNTY WATER DISTRICT

By _____ Dated: _____
Robert Shaver
Title: General Manager

Appendix A

BUYER LIST Buyers' Addresses

To: Dudley Ridge Water District

Rick Besecker
286 W. Cromwell Avenue
Fresno, CA 93711-6162
rbesecker@ppeng.com

To: Kern County Water Agency

Lauren Bauer
P. O. Box 58
Bakersfield, CA 93302
lbauer@kcwa.com

To: County of Kings

Jacob Westra
1001 Chase Ave
Corcoran, CA 93212
jwestra@tlbwsd.com

To: Tulare Lake Basin Water Storage District

Jacob Westra
1001 Chase Ave
Corcoran, CA 93212
jwestra@tlbwsd.com

To: Alameda County Water District

Thomas Niesar
43885 So. Grimmer Blvd.
Fremont, CA 94538
Thomas.Niesar@ACWD.com



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 12, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: NOVEL CORONAVIRUS COUNTY UPDATE

SUMMARY:

Overview:

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

Recommendation:

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

Fiscal Impact:

The fiscal impact to the County is unknown at this time. The County is tracking all of its costs related to the emergency.

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NOVEL CORONAVIRUS (COVID-19) COUNTY UPDATE

May 12, 2020

Page 2 of 2

December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.

Staff will also provide an update on the status of the State's and County's Shelter in Place order.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 12, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Domingo Cruz

SUBJECT: PUBLIC HEARING OF MASTER FEE ORDINANCE AMENDMENT

SUMMARY:

Overview:

Master Fee Ordinance No. 520 was adopted in 1993 with the stipulation that the schedule be comprehensively reviewed every other year by each department. The current version of the Master Fee Ordinance No. 520.21 was adopted by your Board on October 8, 2019, and became effective on November 7, 2019. The Master Fee Ordinance requires an amendment outside of the normal update process due to an administrative oversight, and fees that increased on January 1, 2020 because of changes to State law.

Recommendation:

- a. Hold a public hearing to consider the first reading of Ordinance No. 520.22, Master Fee Ordinance; and
- b. Following the public hearing, introduce and waive the reading of Ordinance No. 520.22.

Fiscal Impact:

The estimated fiscal impact is anticipated to be an increase of \$2,943 to the County's revenue for the remainder of Fiscal Year 2019-2020.

BACKGROUND:

The current iteration of the Master Fee Ordinance was adopted on October 8, 2019, and became effective on November 7, 2019. Subsequently, it was brought to the attention of staff that the Master Fee Ordinance 520.21 requires an amendment due to an administrative oversight, and due to fees that increased on January 1, 2020

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PUBLIC HEARING OF MASTER FEE ORDINANCE AMENDMENT

May 12, 2020

Page 2 of 2

because of changes to State law. The fees required by statute are “Combined documents (per each documents)” and “Release of Lien by State or local government if original lien was recorded without fee.” The two new fees that were missed on the last update due to administrative oversight are “Marriage Licenses – Confidential” and “Notary or public health officer signature authentication.”

Attached to this Board agenda item for review is a complete schedule of fees proposed, which reflects the four changes in the Assessor/Clerk-Recorder Department to be effective June 18, 2020. Highlighted in yellow are the fees needed adjustments. Notice of Public Hearing was published on the Hanford Sentinel on April 24, 2020 and May 1, 2020. Letters for the Public Hearing were also emailed to the Building Industry Association of Tulare and Kings Counties and to the Southern California Gas Company on April 17, 2020.

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

Fee Name / Description of Service	Current Fee Amount		Proposed Fee Amount		% Change	Legal Authority to Charge a Fee	METHODOLOGY		Date of Last Revision	Comments
	Fee Amount	Annual Revenue	Fee Amount	Annual Revenue			Annual Cost	Statute Reference		
ASSESSOR										
ASSESSOR DIVISION										
Assessor's Maps										
CD format of total county	\$ 29.95	\$ 299.50	\$ 29.95	\$ 299.50	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
1 Copy wall size (44" X 36")	\$ 7.70	\$ -	\$ 7.70	\$ -	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
1 Copy	\$ 2.05	\$ 125.05	\$ 2.05	\$ 125.05	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
Duplicate copies	\$ 0.30	\$ -	\$ 0.30	\$ -	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
Electronically formatted custom parcel shape file	\$ 44.10	\$ 749.70	\$ 44.10	\$ 749.70	0%	R&T C 409	X		2018	Fee Increase
		\$ -		\$ -						
Copies & Computer Print Outs		\$ -		\$ -						
Standard & Legal Size - B&W (per page)	\$ 2.05	\$ -	\$ 2.05	\$ -	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
Ledger Size - B&W (per page)	\$ 2.05	\$ 43.05	\$ 2.05	\$ 43.05	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
Standard & Legal Size - Color (per page)	\$ 2.10	\$ -	\$ 2.10	\$ -	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
Ledger Size - Color (per page)	\$ 2.10	\$ -	\$ 2.10	\$ -	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
		\$ -		\$ -						
Computer access set-up	\$ 27.80	\$ 111.20	\$ 27.80	\$ 111.20	0%	R&T C 409	X		2018	Fee Increase
Computer access training	\$ 55.55	\$ -	\$ 55.55	\$ -	0%	R&T C 409	X		2018	Fee Decrease
Computer access (per hit)	\$ 0.18	\$ 13,752.36	\$ 0.18	\$ 13,752.36	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
Property characteristics update	\$ 2.05	\$ -	\$ 2.05	\$ -	0%	R&T C 409	X		2018	Fee Increase
		\$ -		\$ -						
Research fee hourly - (1/2 hr minimum charge)	\$ 52.10	\$ 104.00	\$ 52.10	\$ 104.00	0%	R&T C 409	X		2018	Fee Increase
		\$ -		\$ -						
Labels, per label	\$ 0.03	\$ -	\$ 0.03	\$ -	0%	R&T C 409	X		2017	No Change
		\$ -		\$ -						
Computer reports	\$ 94.35	\$ 1,132.20	\$ 94.35	\$ 1,132.20	0%	R&T C 409	X		2018	Fee Increase
Property transfer report	\$ 10.00	\$ 30.00	\$ 10.00	\$ 30.00	0%	R&T C 408.1		X	2017	No Change
Extended tax roll - file 465	\$ 84.45	\$ 5,151.45	\$ 84.45	\$ 5,151.45	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
Redemption roll	\$ 84.45	\$ 2,617.95	\$ 84.45	\$ 2,617.95	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
Pre-extension roll	\$ 84.45	\$ 253.35	\$ 84.45	\$ 253.35	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
		\$ -		\$ -						
Split/Combine Parcels (at taxpayer request) per request	\$ 44.15	\$ 44.15	\$ 44.15	\$ 44.15	0%	R&T C 409	X		2018	Fee Increase
		\$ -		\$ -						
Subdivision & Tract Index	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
		\$ -		\$ -						
Tax Allocation- undivided interests	\$ 55.45	\$ -	\$ 55.45	\$ -	0%	R&T C 409	X		2018	Fee Increase
		\$ -		\$ -						
Cancellation Formal Review - Ag Preserve - per hour charge	\$ 67.20	\$ -	\$ 67.20	\$ -	0%	GC 51287	X		2018	Fee Increase
		\$ -		\$ -						
SB 534 Default Appraisals (R&T 3698.7)	\$ 257.60	\$ -	\$ 257.60	\$ -	0%	R&T C 409	X		2018	Fee Increase
		\$ -		\$ -						
Parent-Child Exclusion Processing Fee (late file)	\$ 175.00	\$ 350.00	\$ 175.00	\$ 350.00	0%	R&T 63.1		X	2017	No Change
		\$ -		\$ -						
Bond amount calculations	\$ 61.60	\$ 492.80	\$ 61.60	\$ 492.80	0%	R&T C 409	X		2018	Fee Increase, Title Change
		\$ -		\$ -						
Map boundary changes		\$ -		\$ -						
Lot line adjustments, parcel maps	\$ 481.80	\$ 18,308.40	\$ 481.80	\$ 18,308.40	0%	R&T C 409	X		2018	Fee Increase
		\$ -		\$ -						
Passport Fee	\$ 35.00	\$ 79,345.00	\$ 35.00	\$ 79,345.00	0%	GC 54985		X	2018	Fee Increase
		\$ -		\$ -						
Historical Aircraft Exemption	\$ 35.00	\$ 70.00	\$ 35.00	\$ 70.00	0%	GC 54985		X	2017	No Change
		\$ -		\$ -						
CD & Mailing Costs		\$ -		\$ -						

Fee Name / Description of Service	Current Fee Amount		Proposed Fee Amount		% Change	Legal Authority to Charge a Fee	METHODOLOGY		Date of Last Revision	Comments
	Fee Amount	Annual Revenue	Fee Amount	Annual Revenue			Annual Cost	Statute Reference		
CD	\$ 0.75	\$ 20.25	\$ 0.75	\$ 20.25	0%	R&T C 409	X		2017	No Change
USPS, free tracking, flat rate	\$ 6.45	\$ -	\$ 6.45	\$ -	0%	R&T C 409	X		2017	No Change
Fed Ex, overnight	\$15.00-\$35.00	\$ -	\$15.00-\$35.00	\$ -	0%	R&T C 409	X		2017	No Change
Regular Mail	\$ 2.65	\$ 68.90	\$ 2.65	\$ 68.90	0%	R&T C 409	X		2017	No Change
Returned Checks	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	0%	GC 6157	X		2018	New Fee
CERTAIN FEES MAY BE CHANGED WITHOUT THE BOARD'S APPROVAL DUE TO LEGISLATIVE ACTION										
CLERK-RECORDER DIVISION										
Recording Fees										
First Page (standard 8 1/2 x 11 inch form)	\$ 13.00	\$ 306,096.00	\$ 13.00	\$ 306,096.00	0%	GC 27361(a) & 27361.4a-c		X	2018	Fee Decrease
Each Additional Page	\$ 3.00	\$ 84,465.00	\$ 3.00	\$ 84,465.00	0%	GC 27361(a)		X	1980	No Change
SB2 Building Homes & Jobs Act (Applies to real estate recording documents unless exempt)	\$ 75.00	\$ 50,000.00	\$ 75.00	\$ 50,000.00	0%	GC 27388.1		X	2018	New Fee
Recording Fees for the following Documents:										
Deed of Trust, Assignment of Deed of Trust - First Page	\$ 16.00	\$ 58,820.00	\$ 16.00	\$ 58,820.00	0%	GC 27361(a) & 27361.4a-c & GC 27388		X	2018	Fee Decrease
Request for Notice, Notice of Default, Notice of Trustee Sale - First Page	\$ 16.00	\$ 10,047.00	\$ 16.00	\$ 10,047.00	0%	GC 27361(a) & 27361.4a-c & GC 27388		X	2018	Fee Decrease
Notice of Rescission, Substitution of Trustee - First Page	\$ 16.00	\$ 2,550.00	\$ 16.00	\$ 2,550.00	0%	GC 27361(a) & 27361.4a-c & GC 27388		X	2018	Fee Decrease
Deed of Reconveyance - First Page	\$ 16.00	\$ 75,939.00	\$ 16.00	\$ 75,939.00	0%	GC 27361(a) & 27361.4a-c & GC 27388		X	2018	Fee Decrease
Each Additional Page	\$ 3.00	\$ 144,027.00	\$ 3.00	\$ 144,027.00	0%	GC 27361(a)		X	1980	No Change
*Note: First Page (standard 8 1/2 x 11 inch form)										
Maps (Subdivision or Parcel) First page	\$ 8.00	\$ 360.00	\$ 8.00	\$ 360.00	0%	GC 27372 & 27361.4a-c		X	1999	No Change
Maps each additional page	\$ 2.00	\$ 26.00	\$ 2.00	\$ 26.00	0%	GC 27372		X	2002	No Change
Survey Monument Fee	\$ 10.00	\$ -	\$ 10.00	\$ -	0%	506A K. C. Ord & GC 27585		X	1980	No Change
Documents requiring additional indexing										
Each additional reference indexed	\$ 1.00	\$ -	\$ 1.00	\$ -	0%	GC 27361.2		X	1980	No Change
Each group of 10 names, or fraction thereof, in addition to the initial first 10 names	\$ 1.00	\$ -	\$ 1.00	\$ -	0%	GC 27361.8		X	1980	No Change
Penalty print	\$ 1.00	\$ -	\$ 1.00	\$ -	0%	GC 27361 (1)		X	1980	No Change
Combined documents (per each documents)	\$ 5.60	\$ -	\$ 9.00	\$ -	61%	GC 27361		X	2020	Fee Increase
Non-standard form - additional per page	\$ 3.00	\$ -	\$ 3.00	\$ -	0%	GC 27361 (2)		X	1980	No Change
Release of Lien by State or local government if original lien was recorded without fee	\$ 8.00	\$ -	\$ 20.00	\$ -	150%	GC 27361.3		X	2020	Fee Increase
Involuntary Lien Notice										
First Address	\$ 7.95	\$ 187.00	\$ 7.95	\$ 187.00	0%	GC 27387	X	X	2018	Fee Decrease
Each Additional Address	\$ 4.85	\$ -	\$ 4.85	\$ -	0%	GC 27387	X		2018	Fee Increase
Financing Statement 1 to 2 pgs										
Financing Statement 1 to 2 pgs	\$ 13.00	\$ 6,851.00	\$ 13.00	\$ 6,851.00	0%	CC 9525 & GC 12194 & GC 27361.4a-c		X	2017	No Change
Financing Statement 3 + pgs	\$ 23.00	\$ 12,121.00	\$ 23.00	\$ 12,121.00	0%	CC 9525 & GC 12194 & GC 27361.4a-c		X	2015	No Change
Filing of 20 days Preliminary Notice of Lien										
Filing of 20 days Preliminary Notice of Lien	\$ 3.25	\$ 27.45	\$ 3.25	\$ 27.45	0%	CC 8060 & CC 8214 & GC 27361.9	X		2018	Fee Increase
Documentary Transfer Tax - Per \$500.00 of value										
Documentary Transfer Tax - Per \$500.00 of value	\$ 0.55	\$ -	\$ 0.55	\$ -	0%	R&T 11911		X	1980	No Change
Document copies										
Public Access Copy	\$ 0.80	\$ -	\$ 0.80	\$ -	0%	GC 27366	X		2018	Fee Increase
Standard & Legal Size - B&W (per page)	\$ 3.50	\$5,113.50	\$ 3.50	\$5,113.50	0%	GC 27366	X		2017	No Change
Each additional page of each document	\$ 0.10	\$ -	\$ 0.10	\$ -	0%	GC 27366	X		2017	No Change
Certification Fee	\$ 0.80	\$ -	\$ 0.80	\$ -	0%	GC 27364 & 27366	X		2018	Fee Increase
Recorded Maps- Standard D & E sizes by Central Svcs	\$ 7.70	\$ -	\$ 7.70	\$ -	0%	GC 27366	X		2018	Fee Increase

Fee Name / Description of Service	Current Fee Amount		Proposed Fee Amount		% Change	Legal Authority to Charge a Fee	METHODOLOGY		Date of Last Revision	Comments
	Fee Amount	Annual Revenue	Fee Amount	Annual Revenue			Annual Cost	Statute Reference		
Outside access images (per image)	\$ 0.18	\$ 16,398.00	\$ 0.18	\$ 16,398.00	0%	R&T C 409, GC 6253(b)	X		2018	Fee Increase
Vital Statistics										
Birth - Public	\$ 28.00	\$ 114,975.00	\$ 28.00	\$ 114,975.00	0%	H&S 100425 & 103525.5 & 103625 & 103625(b) & 103625(f) & W&I 18966		X	2017	No Change
Certificate of No Record Found	\$ 28.00	\$ -	\$ 28.00	\$ -	0%	H&S 100425 & 103525.5 & 103625 & 103625(b) & 103625(f) & W&I 18966		X	2017	No Change
Government	\$ 19.00	\$ -	\$ 19.00	\$ -	0%	H&S 100425 & 103525.5 & 103625(b) & 103625(f)		X	2014	No Change
Death - Public	\$ 21.00	\$ 10,941.00	\$ 21.00	\$ 10,941.00	0%	H&S 100425 & 103525.5 & 103625(a) & 103625(f) & PC 14251		X	2014	No Change
Certificate of No Record Found	\$ 21.00	\$ -	\$ 21.00	\$ -	0%	H&S 100425 & 103525.5 & 103625(a) & 103625(f) & PC 14251		X	2014	No Change
Government	\$ 21.00	\$ -	\$ 21.00	\$ -	0%	H&S 100425 & 103525.5 & 103625(a) & 103625(f) & PC 14251			2017	No Change
Fetal Death - Public	\$ 18.00	\$ -	\$ 18.00	\$ -	0%	H&S 103625(a), 103625(f), 100425		X	2017	No Change
Certificate of No Record Found	\$ 18.00	\$ -	\$ 18.00	\$ -	0%	H&S 103625(a), 103625(f), 100425		X	2017	No Change
Government	\$ 18.00	\$ -	\$ 18.00	\$ -	0%	H&S 103625(a), 103625(f), 100425		X	2017	No Change
Marriage - Public	\$ 15.00	\$ 25,005.00	\$ 15.00	\$ 25,005.00	0%	H&S 100425 & 103525.5 & 103625(c) & 103625(f) & FC 506		X	2014	No Change
Certificate of No Record Found	\$ 15.00	\$ -	\$ 15.00	\$ -	0%	H&S 100425 & 103525.5 & 103625(c) & 103625(f) & FC 506	X		2014	No Change
Government	\$ 11.00	\$ -	\$ 11.00	\$ -	0%	H&S 103625		X	2014	No Change
Marriage Licenses- Public	\$ 57.00	\$ 68,286.00	\$ 57.00	\$ 68,286.00	0%	GC 26840, 26840.1, 26840.3, & 26840.7		X	2017	No Change
Duplicate Marriage license	\$ 22.20	\$ 1,599.80	\$ 22.20	\$ 1,599.80	0%	FC 360 (c)	X		2018	Fee Increase
Affidavit to Amend Marriage Record (paid to State) (no charge if within 1 year)	\$ 23.95	\$ -	\$ 23.95	\$ -	0%	GC 26839	X	X	2017	No Change
Marriage Licenses- Confidential	\$ -	\$ -	\$ 107.00	\$ -	0%	GC 26840, 26840.1, 26840.7, 26840.8 & W&I 18305	X	X	2020	New Fee
Affidavit to Amend Confidential license (no charge if within 1 year)	\$ 23.95	\$ -	\$ 23.95	\$ -	0%	GC 26839	X	X	2017	No Change
Commissioner of Marriages (marriage ceremony)	\$ 15.00	\$ 4,230.00	\$ 15.00	\$ 4,230.00	0%	GC 26861		X	2017	No Change
Marriage Witness Fee	\$ 16.75	\$ 632.00	\$ 16.75	\$ 632.00	0%	GC 26820	X		2018	Fee Increase
Fictitious Business Name Statements										
Filing Fee	\$ 12.85	\$ 6,330.15	\$ 12.85	\$ 6,330.15	0%	B&P 17929 & GC 54985	X	X	2018	Fee Increase
Each additional business name or partner	\$ 3.60	\$ -	\$ 3.60	\$ -	0%	B&P 17929 & GC 54985	X	X	2018	Fee Increase
Abandonment	\$ 9.00	\$ 126.75	\$ 9.00	\$ 126.75	0%	B&P 17929 & GC 54985	X	X	2018	Fee Increase
Withdrawal of partner	\$ 9.00	\$ -	\$ 9.00	\$ -	0%	B&P 17929 & GC 54985	X	X	2018	Fee Increase
Additional Certified Copies	\$ 4.30	\$ 59.50	\$ 4.30	\$ 59.50	15%	GC 27366 & B&P 17926 (b)	X	X	2018	Fee Increase
Notary Bond										
Administer Oath & file bond (\$10,000)	\$ 10.50	\$ 850.50	\$ 10.50	\$ 850.50	0%	GC 26849.1 & 26831	X	X	2017	No Change
Recording of bond	\$ 13.00	\$ 1,134.00	\$ 13.00	\$ 1,134.00	0%	GC 27361(a) & GC 54985	X	X	2018	Fee Decrease
Certification of Notary	\$ 2.25	\$ 144.00	\$ 2.25	\$ 144.00	0%	GC 26852e & 54985	X	X	2017	No Change
Notary or public health office signature authentication	\$ -	\$ -	\$ 10.00	\$ -	0%	GC 26852 & 54985		X	2020	New Fee
Power of Attorney	\$ 3.50	\$ -	\$ 3.50	\$ -	0%	GC 26855.1		X	2011	No Change
Each additional name	\$ 2.25	\$ -	\$ 2.25	\$ -	0%	GC 26855.1		X	2011	No Change
Administering oaths	\$ 0.50	\$ -	\$ 0.50	\$ -	0%	GC 27379		X	2011	No Change
Process Servers										
Registration (2 years) Bond of \$2000 required	\$ 102.50	\$ 512.50	\$ 102.50	\$ 512.50	0%	B&P 22352	X	X	2017	No Change
Filing of bond recording	\$ 13.00	\$ 70.00	\$ 13.00	\$ 70.00	0%	B&P 22353 GC 27361		X	2018	Fee Decrease

Fee Name / Description of Service	Current Fee Amount		Proposed Fee Amount		% Change	Legal Authority to Charge a Fee	METHODOLOGY		Date of Last Revision	Comments
	Fee Amount	Annual Revenue	Fee Amount	Annual Revenue			Annual Cost	Statute Reference		
Cash of \$2000 held 3 years	\$ 7.00	\$ 35.00	\$ 7.00	\$ 35.00	0%	B&P 22353 & B&P 22357 (b)		X	2009	No Change
Certified Mail Request	\$ 5.50	\$ 11.00	\$ 5.50	\$ 11.00	0%	GC 27366	X		2017	No Change
Returned Checks	\$ 25.00	\$ 50.00	\$ 25.00	\$ 50.00	0%	GC 6157	X		2018	New Fee
CERTAIN FEES MAY BE CHANGED WITHOUT THE BOARD'S APPROVAL DUE TO LEGISLATIVE ACTION										

Fee Name / Description of Service	Fee Amount
ASSESSOR	
ASSESSOR DIVISION	
Assessor's Maps	
CD format of total county	\$ 29.95
1 Copy wall size (44" X 36")	\$ 7.70
1 Copy	\$ 2.05
Duplicate copies	\$ 0.30
Electronically formatted custom parcel shape file	\$ 44.10
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 2.05
Ledger Size - B&W (per page)	\$ 2.05
Standard & Legal Size - Color (per page)	\$ 2.10
Ledger Size - Color (per page)	\$ 2.10
Computer access set-up	\$ 27.80
Computer access training	\$ 55.55
Computer access (per hit)	\$ 0.18
Property characteristics update	\$ 2.05
Research fee hourly - (1/2 hr minimum charge)	\$ 52.10
Labels, per label	\$ 0.03
Computer reports	\$ 94.35
Property transfer report	\$ 10.00
Extended tax roll - file 465	\$ 84.45
Redemption roll	\$ 84.45
Pre-extension roll	\$ 84.45
Split/Combine Parcels (at taxpayer request) per request	\$ 44.15
Subdivision & Tract Index	\$ 6.75
Tax Allocation- undivided interests	\$ 55.45
Cancellation Formal Review - Ag Preserve - per hour charge	\$ 67.20
SB 534 Default Appraisals (R&T 3698.7)	\$ 257.60
Parent-Child Exclusion Processing Fee (late file)	\$ 175.00

Fee Name / Description of Service	Fee Amount
Bond amount calculations	\$ 61.60
Map boundary changes	
Lot line adjustments, parcel maps	\$ 481.80
Passport Fee	\$ 35.00
Historical Aircraft Exemption	\$ 35.00
CD & Mailing Costs	
CD	\$ 0.75
USPS, free tracking, flat rate	\$ 6.45
Fed Ex, overnight	\$15.00-\$35.00
Regular Mail	\$ 2.65
Returned Checks	\$ 25.00
CERTAIN FEES MAY BE CHANGED WITHOUT THE BOARD'S APPROVAL DUE TO LEGISLATIVE ACTION	
CLERK-RECORDER DIVISION	
Recording Fees	
First Page (standard 8 1/2 x 11 inch form)	\$ 13.00
Each Additional Page	\$ 3.00
SB2 Building Homes & Jobs Act (Applies to real estate recording documents unless exempt)	\$ 75.00
Recording Fees for the following Documents:	
Deed of Trust, Assignment of Deed of Trust - First Page	\$ 16.00
Request for Notice, Notice of Default, Notice of Trustee Sale - First Page	\$ 16.00
Notice of Rescission, Substitution of Trustee - First Page	\$ 16.00
Deed of Reconveyance - First Page	\$ 16.00
Each Additional Page	\$ 3.00
*Note: First Page (standard 8 1/2 x 11 inch form)	
Maps (Subdivision or Parcel) First page	\$ 8.00
Maps each additional page	\$ 2.00
Survey Monument Fee	\$ 10.00
Documents requiring additional indexing	
Each additional reference indexed	\$ 1.00
Each group of 10 names, or fraction thereof, in addition to the initial first 10 names	\$ 1.00
Penalty print	\$ 1.00
Combined documents (per each documents)	\$ 9.00
Non-standard form - additional per page	\$ 3.00
Release of Lien by State or local government if original lien was recorded without fee	\$ 20.00

Fee Name / Description of Service	Fee Amount
Involuntary Lien Notice	
First Address	\$ 7.95
Each Additional Address	\$ 4.85
Financing Statement 1 to 2 pgs	\$ 13.00
Financing Statement 3 + pgs	\$ 23.00
Filing of 20 days Preliminary Notice of Lien	\$ 3.25
Documentary Transfer Tax - Per \$500.00 of value	\$ 0.55
Document copies	
Public Access Copy	\$ 0.80
Standard & Legal Size - B&W (per page)	\$ 3.50
Each additional page of each document	\$ 0.10
Certification Fee	\$ 0.80
Recorded Maps- Standard D & E sizes by Central Srvc	\$ 7.70
Outside access images (per image)	\$ 0.18
Vital Statistics	
Birth - Public	\$ 28.00
Certificate of No Record Found	\$ 28.00
Government	\$ 19.00
Death - Public	\$ 21.00
Certificate of No Record Found	\$ 21.00
Government	\$ 21.00
Fetal Death - Public	\$ 18.00
Certificate of No Record Found	\$ 18.00
Government	\$ 18.00
Marriage - Public	\$ 15.00
Certificate of No Record Found	\$ 15.00
Government	\$ 11.00
Marriage Licenses- Public	\$ 57.00
Duplicate Marriage license	\$ 22.20
Affidavit to Amend Marriage Record (paid to State) (no charge if within 1 year)	\$ 23.95

Fee Name / Description of Service	Fee Amount
Marriage Licenses- Confidential	\$ 107.00
Affidavit to Amend Confidential license (no charge if within 1 year)	\$ 23.95
Commissioner of Marriages (marriage ceremony)	\$ 15.00
Marriage Witness Fee	\$ 16.75
Fictitious Business Name Statements	
Filing Fee	\$ 12.85
Each additional business name or partner	\$ 3.60
Abandonment	\$ 9.00
Withdrawal of partner	\$ 9.00
Additional Certified Copies	\$ 4.30
Notary Bond	
Administer Oath & file bond (\$10,000)	\$ 10.50
Recording of bond	\$ 13.00
Certification of Notary	\$ 2.25
Notary or public health office signature authentication	\$ 10.00
Power of Attorney	\$ 3.50
Each additional name	\$ 2.25
Administering oaths	\$ 0.50
Process Servers	
Registration (2 years) Bond of \$2000 required	\$ 102.50
Filing of bond recording	\$ 13.00
Cash of \$2000 held 3 years	\$ 7.00
Certified Mail Request	\$ 5.50
Returned Checks	\$ 25.00
CERTAIN FEES MAY BE CHANGED WITHOUT THE BOARD'S APPROVAL DUE TO LEGISLATIVE ACTION	
BOARD OF SUPERVISORS	
Conflict of Interest Statements Per Page (plus \$5.00 retrieval fee for over 5 years)	\$ 0.25
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25

Fee Name / Description of Service	Fee Amount
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Certification Fee (each page)	\$ 5.00
Findings of Fact - Assessment Appeals per hour charge of prep time + (\$100 upfront deposit)	\$ 45.00
Record Search/retrieval from storage/per page	\$ 5.00
CD Reproduction of Board Proceedings (First CD)	\$ 20.00
Each additional CD	\$ 5.00
Transcript of meeting - Deposit of \$100 (Hours of transcription, assembly and proofing are charged at the current weighted hourly rate)	Actual Cost
Returned Check Charge (\$10.00 Treasurer's Fee + actual cost) - for use in all depts	\$ 20.00
COMMUNITY DEVELOPMENT AGENCY	
Zoning Ordinance:	
Conditional Use Permit (CUP)	
CUP / Resubmittal / Extension - MINIMUM FEE	\$ 4,920.00
CUP / Resubmittal / Extension - MAXIMUM FEE	Actual Cost
Site Plan Review	
Site Plan Review / Resubmittal / Extension - MINIMUM FEE	\$ 2,767.00
Site Plan Review / Resubmittal / Extension - MAXIMUM FEE	Actual Cost
Dairy Site Plan Review / Resubmittal / Extension - MINIMUM	\$ 3,858.00
Dairy Site Plan Review / Resubmittal / Extension - MAXIMUM	Actual Cost
Dairy Review Letter	\$ 882.00
Agri. Land Div. (SPR) / Resubmittal / Extension - MINIMUM	\$ 1,444.00
Agri. Land Div. (SPR) / Resubmittal / Extension - MAXIMUM	Actual Cost
Variance	
Variance (Var) / Resubmittal / Extension - MINIMUM	\$ 1,392.00
Variance (Var) / Resubmittal / Extension - MAXIMUM	Actual Cost
Dev. Code Administration	
Change of Zone District Boundary - MINIMUM	\$ 2,483.00

Fee Name / Description of Service	Fee Amount
Change of Zone District Boundary - MAXIMUM	Actual Cost
Development Code Text Change - MINIMUM	\$ 2,317.00
Development Code Text Change - MAXIMUM	Actual Cost
Other Fees	
Planned Unit Development (PUD) - MINIMUM	\$10,000 Deposit
Planned Unit Development (PUD) -MAXIMUM	Actual Cost
New Community Development Procedure - MINIMUM	\$10,000 Deposit
New Community Development Procedure - MAXIMUM	Actual Cost
Appeals (General)	\$ 1,000.00
Change in Nonconforming Use - MINIMUM	\$ 4,920.00
Change in Nonconforming Use - MAXIMUM	Actual Cost
Bldg. Replacement ("Burndown") letter	\$ 165.00
Temporary Land Use Permit	\$ 147.00
Firearms Dealer Federal Permit	
(Annual Land Use Permit Cert. Letter)	\$ 110.00
Surface Mining and Reclamation Act (SMARA) Annual Permit	\$1,000 Deposit
Alcohol Beverage Control (ABC) letter of convenience and public necessity	\$ 331.00
Building Plan - Zoning conformance check	\$ 110.00
Water Well data processing	\$ 220.00
Written verification of zoning	\$ 110.00
Photovoltaic (PV) Solar data processing	\$ 55.00
General Plan:	
General Plan Amendments - MINIMUM	\$ 4,414.00
General Plan Amendments - MAXIMUM	Actual Cost
Environmental Review (CEQA):	
Environmental Review - MINIMUM	\$ 3,430.00
Environmental Review - MAXIMUM	Actual Cost - Deposit

Fee Name / Description of Service	Fee Amount
Notice of Exemption/Determination (NOE/NOD)	\$ 55.00
Land Division Ordinance:	
Tent. Parcel Map (TPM) / Resubmit / Extension- MINIMUM	\$ 3,090.00
Tent. Parcel Map (TPM) / Resubmit / Extension- MAXIMUM	Actual Cost
Land Division - Appeal	\$ 1,000.00
(IPM) in lieu of TPM-Re Section 21-83(b) / Resubmit / Extension - MINIMUM	\$ 1,794.00
(IPM) in lieu of TPM-Re Section 21-83(b) / Resubmit / Extension - MAXIMUM	Actual Cost
Tent. Tract (TT) / Resubmit / Extension - MINIMUM	\$ 4,448.00
Tent. Tract (TT) / Resubmit / Extension - MAXIMUM	Actual Cost
TT - Final	\$ -
Prelim. TT	\$ 827.00
Lot Line Adjustment (LLA) / Resubmit / Extension - MINIMUM	\$ 1,655.00
Lot Line Adjustment (LLA) / Resubmit / Extension -MAXIMUM	Actual Cost
Cert. Of Compliance (COC) - MINIMUM	\$ 813.00
Cert. Of Compliance (COC) - MAXIMUM	Actual Cost
Cert. of Voluntary Parcel Merger - MINIMUM	\$ 524.00
Cert. of Voluntary Parcel Merger- MAXIMUM	Actual Cost
Parcel Map Waiver	\$ 110.00
Williamson Act:	
Williamson Act - Preserve/Farmland Security Zone Fee (New/Enlarge)	\$ 551.00
Williamson Act/Farmland Security Zone - Contract Fee	\$ 882.00
Williamson Act/Farmland Security Zone - Contract Modification/Rescission Fee	\$ 1,324.00
Williamson Act/Farmland Security Zone - Non-renewal/Partial Non Renewal	\$ 331.00
Williamson Act/Farmland Security Zone Cancellation - MINIMUM	\$ 993.00
Williamson Act/Farmland Security Zone Cancellation - MAXIMUM	Full Cost
Agricultural Conservation Easement	\$ 1,324.00
Building Inspection:	
Building Permit	per CBC
Electrical Permit	per CEC
Mechanical Permit	per CMC

Fee Name / Description of Service	Fee Amount
Plumbing Permit	per CPC
Plan Conf. Fee (plan check fee)	per CBC
Relocation Inspection & Report, mileage	\$ 330.00
Ag. Exemption Processing and Inspection Fee	\$ 330.00
Compliance Inspection	\$ 220.00
Well Permit	\$ 330.00
Mobilehome Installation Permit	\$ 450.00
School Fees (2%)	\$ 0.02
Roads and Easements:	
Easement Abandonmt/Rd.Opening/Abandonment - MINIMUM	\$ 390.00
Easement Abandonmt/Rd.Opening/Abandonment - MAXIMUM	\$ 1,580.00
Code Compliance	
Citation 1st	\$ 100.00
Citation 2nd	\$ 200.00
Citation 3rd	\$ 500.00
Admin Citation Appeal fee (Hearing Officer decision)	\$ 450.00
Other Miscellaneous Fees:	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Agenda/Minutes Subscription	\$ 30.00
Full Agenda Packet Subscription	\$ 50.00
Agenda Subscription	\$ 20.00
Documents Published by KCPA/Staff Reports	Actual Cost
Floodplain Development Permit / Letter / Variance - MINIMUM	\$ 110.00
Floodplain Development Permit / Letter / Variance - MAXIMUM	Actual Cost
GIS General Plan and Zoning Data Subscription	\$ 165.00
GIS Custom Map Production (includes material costs)	Actual Cost
Fee for permits following a Notice of Violation/Stop Work Notice	Double (2x) the regular permit fee
DISTRICT ATTORNEY	
Administrative Bad Check Fee	\$ 50.00
Financial Responsibility Workbook	\$ 60.00
DEPARTMENT OF FINANCE	

Fee Name / Description of Service	Fee Amount
SECURED TAX FEES:	
Cost of Delinquent Tax	\$ 20.00
Redemption of Prior Taxes	\$ 30.00
Prior secured pay plan	\$ 55.00
Impending Power to Sell Advertising	\$15 + proration
Party of Interest - Research	At Cost
Party of Interest - Notice	At Cost
Tax Sale Publication & Web Advertising	100+actual publish cost
Tax Sale County Fee	\$ 150.00
Tax Sale Redemption Fee	\$ 150.00
Chapter 8 Tax Sale Redemption Fee	\$ 450.00
Chapter 8 Tax Sale Fee	\$ 450.00
Notice of Recission of Tax Sale	Cost
Tax Sale Personal Notice	Cost
Tax Sale - Photographs	At Cost
Tax Sale - Internet Fees	Cost
Tax Sale - Internet Deposit and Settlement	Cost
Tax Sale - Excess Proceeds Reporting	Cost
Tax Sale - Excess Proceeds Publication & Notice Mailing	\$ 32.00
Parcel/Subdivison Maps & Lot Line Adjustments	\$ 55.00
Tax Segregation - Undivided Interest	\$ 50.00
Tax Segregation - Parcel Split	\$ 60.00
UNSECURED DELINQUENT COLLECTIONS:	
Lien Delinquent Notice	\$ 10.00
Recorded Liens	\$ 10.00
Release Liens	\$12 + court costs

Fee Name / Description of Service	Fee Amount
Final Notice	\$ 10.00
Intent to Seek Judgement	\$ 15.00
Summary Judgement	\$20+Court Fee
Satisfaction of Judgement	\$20+Court Fee
Dept of Motor Vehicles: Boat Lien Notice	\$ 5.00
Dept of Motor Vehicles: Boat Lien Filing	\$ 5.00
Franchise Tax Board (FTB): Offset Notice	\$ 10.00
Franchise Tax Board (FTB): Offset Filing	\$ 10.25
Federal Aviation Administration (FFA): Lien Filing	\$ 12.00
Writ of Execution	\$20+Court Fee
Sheriff' Letter: For	
Of Instruction	\$36.00 + Cost
Bank Levy	\$36.00 + Cost
Wage Levy	\$36.00 + Cost
Till Tap	\$36.00 + Cost
Services out of the County	\$36.00 + Cost
Third Party Seizure	\$ 15.00
Debtors Exam	\$ 400.00
Seizure & Sale	\$ 250.00
Payment Plan Balance Under \$1,000	\$ 50.00
Payment Plan Balance \$1,000+	\$ 100.00
Bulk Transfer Claim	\$ 6.50
Mobile Home Tax Clearance Certificate: Reissue	\$ 25.00
Mobile Home Tax Clearance Certificate: Additional Reissue (Same Mobile Home)	\$ 25.00

Fee Name / Description of Service	Fee Amount
MISCELLANEOUS LICENSING	
Bingo: Application Fee	\$ 12.00
Dance/Dance Hall: Application Fee	\$ 12.00
Dance Hall: Annual License	\$ 25.00
Peddlers & Solicitors: Application Fee	\$ 25.00
Peddlers & Solicitors: Annual License	\$ 25.00
Junk and Secondhand Dealers: Application Fee	\$ 12.00
Junk and Secondhand Dealers: Annual Fee	\$ 50.00
Entertainment Events: Application Fee	\$ 12.00
Entertainment Events: Daily License Fee	\$100 / day
Transient Occupancy Tax Clearance Certificate	\$ 15.00
MISCELLANEOUS TAX COLLECTOR FEES	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Copies: Certified Copy	\$ 2.00
Copies: Microfiche/Imaging Copy	\$ 1.50
Copies: Non-owner Tax bill	\$ 1.50
Tax Research Fee: Minimum	\$ 15.00
Tax Research Fee: Hourly	\$ 60.00
Property Tax Returned Checks	\$ 75.00
Tax Intercept Fee	\$ 27.50
TREASURER FEES	

Fee Name / Description of Service	Fee Amount
Returned Checks	\$10.00 / each
Special District Assessment Collections	\$1.75 each
Registered Warrants	\$60.00 each
Wire Fund Transfers - Existing	\$12.00 + Bank Cost
Wire Fund Transfers - New	\$25.00 + Bank Cost
ACH - Existing	\$5.00 + Bank Cost
ACH - New	\$25.00 + Bank Cost
Book Transfer of Funds	\$12.00 + Bank Cost
Direct Investment - Account/Portfolio Origination	\$ 60.00
Direct Investment - Cost/Investment	\$ 50.00
Direct Investment - Annual/Portfolio Maint. Per Investment	\$ 200.00
Direct Investments - Safekeeping	At Cost
Direct Investments - Maturity	\$ 20.00
Direct Investments - Sale	\$ 100.00
ZBA Account Maintenance	\$5 + Bank Cost
Process Credit Card Deposits	\$ 1.50
Credit and Debit Card Transaction Fee	At Cost
E-Checks	At Cost
Electronic Payments related to Payroll	\$5 + Bank Cost
Unidentified ACH/Wire Deposits: Minimum	\$ 15.00
Unidentified ACH/Wire Deposits: Hourly	\$ 60.00
Place Stop Payment at Bank	\$8 + Bank Cost
Place Stop Payment at ITD	\$1.00 / stop
Cancel Stop Payments	\$5 + Bank Cost
Rush Warrants	\$ 6.00
Photocopies of Paid Warrants	\$8 + Bank Cost
Bank Special Collections	\$8 + Bank Cost
Treasury Research Fee: Minimum	\$ 15.00

Fee Name / Description of Service	Fee Amount
Treasury Research Fee: Hourly	\$ 60.00
Lockbox service	Bank Cost
AUDITOR FEES	
Benefit Assessment Fee	\$ 1.00
REGISTRAR/PAYING AGENT/TRUST SERVICE FEES	
Acceptance fee	\$ 1,000.00
Counsel fees	actual cost
Annual Administration fee (minimum)	\$ 250.00
Semi-Annual Interest Payments	\$50.00 each
Annual Principal payment	\$ 25.00
EFT (Electronic Fund Transfer) Bond Payment	\$ 5.00
BOND PROCEEDS INVESTMENT FEES	
Receipt Only	\$10 / Day + wires
Treasury Investment Pool Fund (1 time Initial Investment)	\$35 / million + wire
LAIF Account/Portfolio Origination	\$ 130.00
LAIF Redemptions & Annual Account/Portfolio Maintenance	\$ 350.00
Direct Investment - Account/Portfolio Origination	\$ 70.00
Direct Investment - Cost/Investment	\$ 55.00
Direct Investment - Annual/Portfolio Maint. Per Investment	\$ 250.00
Direct Investments - Safekeeping	Cost
Direct Investments - Maturity	\$ 20.00
Direct Investments - Sale	\$ 100.00
Money Market Account/Portfolio Origination	\$ 130.00
Money Market Redemptions	\$ 15.00
Money Market Annual Portfolio Maintenance	\$ 275.00
Out of Pocket Expenses	actual cost

Fee Name / Description of Service	Fee Amount
ELECTIONS	
Copies of Campaign Expenditure Report, per page	\$ 0.10
Copies Standard & Legal Size- B&W (per page)	\$ 2.05
Research Fee Hourly - (1/2 hr minimum charge)	\$ 52.10
Certificate of Election Results by category:	
UDEL/Schools, Specials & Municipal Districts	\$ 4.30
General/Primary - Bound Report	\$ 9.60
Polling place/Precinct Consolidation Lists	\$ 6.25
Labels of registered voters (each)	\$ 0.03
Certified copy of affidavit of registration or abstract of voter	\$ 1.50
Searching records or files, for each file	\$ 5.00
Filing Notice of Intent of Initiative Petition	\$ 126.40
Filing Notice of Intent of Recall Petition	\$ 126.40
Declaration of Intention	Fee varies
Electronically formatted custom parcel shape file	\$ 44.10
Precinct county map (approx. 34" x 22" size)	\$ 7.00
Vote Recount (hand count, per day, 1 day minimum) (Fee based on amount of time, personnel, materials cost, and election size)	Actual Cost
Vote Recount (Computer count, per day, 1 day minimum) (Fee based on amount of time, personnel, materials cost, and election size)	Actual Cost
District to Precinct File	\$ 18.55
Voter Registration File	\$ 13.95
Voter Registration Index	\$ 13.95
Voter Registration Index, printout, per 1000 names	\$ 0.50
Plus Voter History - per election	\$ 3.25
Election Candidate list	\$ 3.25
Absentee Voter Lists - Cumulative	\$ 5.55
Absentee Voter Lists - Daily	\$ 5.55

Fee Name / Description of Service	Fee Amount
Candidate Statement of Qualifications	Max of \$3,212.80
Passport Fee	\$ 35.00
CD & Mailing Costs	
CD	\$ 0.75
USPS, free tracking, flat rate	\$ 6.45
Fed Ex, overnight	\$15.00-\$35.00
Regular Mail	\$ 2.65
Returned Checks	\$ 25.00
CERTAIN FEES MAY BE CHANGED WITHOUT THE BOARD'S APPROVAL DUE TO LEGISLATIVE ACTION	
FIRE	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
INSPECTION FEES	
Fire Pump Test and Certification	\$ 285.00
Fire Sprinkler Test and Certification	\$ 285.00
Commercial Cooking Hood and Duct Exhaust System Acceptance Test	\$ 95.00
Fire Alarm Test	\$ 170.00
Spray Booth Accept. Inspection	\$ 170.00
Facilities (requiring state licensing)	\$ 95.00
Department of Real Estate Certification of Service	\$ 55.00
Insurance Services Office (ISO) Certification Letter (per request)	\$ 55.00
Private Hydrant Flow Test	\$ 150.00
Fireworks Stand Inspection (to be added to permit cost)	\$ 75.00
Tent Inspection Fee	\$ 150.00
Review of Conditional Use Permits, Site Plans, Tentative Tracts & Parcel Maps (Planning Dept. collects)	\$ 95.00

Fee Name / Description of Service	Fee Amount
Fire Sprinkler Plan Review + \$3 / head > 20 heads	\$ 225.00
Plan Check Fees + 3rd party plan check fees (if required)	\$ 175.00
Plan Review/Inspection of Underground Tanks	\$ 285.00
Residential Sprinkler Plan Review/Inspection	\$ 285.00
Fire Line Underground System Inspection	\$ 150.00
Fire Line Underground System Flush	\$ 150.00
*Inspections include initial inspection and re-inspection. Third and subsequent inspections require an additional fee.	
Re-Inspection Fee	\$ 75.00
Express Service Fee	Double Service Fee Rate
Mileage - Per Trip (30 mile average)	\$ 16.05
Annual Fire and Life Safey Inspection - per hour charge	\$ 72.13
PERMITS	
Fireworks Stand Permit Fee	\$ 215.00
Operational or Construction Permits Required by CFC 105.6 and 105.7	\$ 95.00
Special Event Food Vendor Permit	\$ 35.00
Fireworks Public Display (per event)	\$ 355.00
FINES	
Possession of Dangerous Fireworks**	\$ 500.00
Hazard Abatement Fire Suppression Charges + Suppression Costs	\$ 235.00
False Alarms After Third Call Annually (\$100 + Response Cost)	\$ 115.00
HEALTH	
** All prices are subject to change**	
General Services (Applies to all Departments)	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Return Check Fee	\$ 25.00

Fee Name / Description of Service	Fee Amount
Pre Employment	
Pre Employment Physical (All Classes Except C)	\$ 350.00
Sliding Fee Schedule	
<p>The Health Department will follow the sliding fee scales required by contract, law, or regulation; for other services, a Sliding Fee Schedule (SFS) is offered for reduced fees for clinical services to eligible individuals and families. The SFS is based on the current Health and Human Services Poverty Guidelines for the 48 Contiguous States and will be updated following the publication of new guidelines. The Current Guidelines can be viewed at http://aspe.hhs.gov/poverty/index.cfm.</p>	
Clinical Fee Sliding Fee Schedule	Percentage Charged
Household Income less than 100% of federal poverty guideline level	0%
Household Income 101 to 133% of federal poverty guideline level	25%
Household Income 134 to 185% of federal poverty guideline level	50%
Household Income 185 to 200% of federal poverty guideline level	75%
Household Income greater than 200% of federal poverty guideline level	100%
Intervention & Prevention Clinic Services	
Condoms (one dozen)	\$ 3.00
Lubricant (4 packets)	\$ 1.00
<p>Unlisted fees will be set in accordance with the established fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.</p>	
Child Immunization Services	
<p>Child immunizations provided by the Vaccine For Children program or required for school enrollment and Influenza Vaccinations will be charged at the MediCal administration rate plus the cost of the vaccine. All other vaccinations will be charged in accordance with the established fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates.</p>	
Duplicate IZ Card Copy	\$ 2.00
Other Immunization Services	
<p>Influenza Vaccinations will be charged at the MediCal administration rate plus the cost of the vaccine. All other vaccinations will be charged in accordance with the established fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates.</p>	
Tuberculin Testing and Services	
<p>Unlisted clinical, Non-Vaccine, fees will be set in accordance with the established published fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.</p>	
TB Chest X-ray	

Fee Name / Description of Service	Fee Amount
Unlisted clinical, Non-Vaccine, fees will be set in accordance with the established published fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.	
Unlisted clinical, Non-Vaccine, fees will be set in accordance with the established published fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.	
Medications	
Medications, non-vaccine and not otherwise listed in this schedule, dispensed by the Department of Public Health will be provided at the cost paid plus 10% (to cover ordering, processing and administrative costs) rounded to the nearest nickel.	
Clinician Consultation	
Unlisted clinical, Non-Vaccine, fees will be set in accordance with the established published fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.	
Carseat Safety Services	
Optional Voucher Purchase-Carseat	\$ 25.00
Optional Voucher Purchase-Booster	\$ 15.00
Child Passenger Safety Violator Program Fee	\$ 75.00
Vital Records Services	
Birth Certificate	\$ 28.00

Fee Name / Description of Service	Fee Amount
Burial Permit	\$ 11.00
Death Certificate	\$ 21.00
Fetal Death Certificate Effective	\$ 18.00
Medical Marijuana ID Card - MediCaid	\$ 50.00
Medical Marijuana ID Card - Non MediCaid	\$ 100.00
Medical Marijuana ID Card -CMSP	No cost
Medical Records Services	
Clerical Fee	\$ 15.00
Laboratory Services	
Fees will be set in accordance with the established fees of FPACT, CHDP, Medicaid, Medicare or other insurance rates as appropriate. Where there is no established rate, fees will be established at cost plus a \$29 administrative fee.	
Water Analysis	
10 Tube LTB MPN Test	\$ 20.00
15 Tube LTB MPN Test	\$ 25.00
Heterotrophic Plate Count	\$ 12.00
Colilert Presence/Absence	\$ 20.00
10 Tube Colilert MPN	\$ 20.00
Iron/Sulfer Bacteria	\$ 25.00
Fecal Streptococcus	\$ 20.00
Pseudomonas	\$ 20.00
25 Tube Extended LTB MPN	\$ 28.00
Legionella (Water Matrix)	\$ 34.00
ENVIRONMENTAL HEALTH DIVISION	
Water Program Activities	
Annual Operating Fee:	
Community System, 15 - 24 Connections	\$ 1,305.25
Community System, 25 - 199 Connections	\$ 2,098.75
Non-Transient Non-Community System	\$ 1,937.75
Transient Non-Community System	\$ 1,058.00

Fee Name / Description of Service	Fee Amount
State Small System	\$ 431.25
New Permit:	
Community System	\$ 1,937.75
Transient Non-Community System	\$ 1,937.75
Non-Transient Non-Community System	\$ 1,937.75
Enforcement Actions (per hour)	\$ 129.95
Request for Variance, Exemption or Waiver (per hour)	\$ 129.95
Water Sampling Collection (each)	\$ 69.00
Food Safety Program Activities	
Annual Permits:	
Bar/Alcohol Sales Only (Dependent on ABC licensing codes)	\$ 384.74
Mobile Food Vending Operation (0-1 Sink)	\$ 184.16
Mobile Food Vending Operation (2+ sinks)	\$ 343.08
Hotel Breakfast	\$ 210.04
Food Vending Machines (Per Location)	\$ 206.79
Produce Stands (Mobile or Swap Meet)	\$ 201.48
Produce Stands (Permanent)	\$ 385.32
Temp Food Facilities (multiple events)	\$ 371.13
Temp Food Facilities (single event: <= 5 days)	\$ 188.27
Non-Profit Operations	\$ -
Summer Food Service Program	\$ 371.13
Community Event Sponsor (For Profit) Small Events 1-5 Vendors	\$ 125.00
Community Event Sponsor (For Profit) Medium Events 6-15 Vendors	\$ 203.34
Community Event Sponsor (For Profit) Large Events 16 or More Vendors	\$ 305.01
Restaurants/bars/bakeries/caterers:	
Cottage Food A (Annual Registration Fee-No Inspection)	\$ 125.00
Cottage Food A (Complaint Investigation - Per Hour)	\$ 113.00
Cottage Food B	\$ 372.90
<\$12,000 Gross Annual Rev.	\$ 137.50
\$12,001 - \$100,000 Gross Annual Rev.	\$ 330.00
\$100,001 - \$250,000 Gross Annual Rev.	\$ 660.00
\$250,001 - \$500,000 Gross Annual Rev.	\$ 1,332.00
\$500,001 - \$750,000 Gross Annual Rev.	\$ 1,859.00
\$750,001 - \$1,000,000 Gross Annual Rev.	\$ 2,015.00
>\$1,000,000 Gross Annual Rev.	\$ 2,485.00

Fee Name / Description of Service	Fee Amount
Retail Markets - by sq ft devoted to food storage/display	
0-500 sq ft	\$ 137.50
501-2000 sq ft	\$ 330.00
2001-5000 sq ft	\$ 605.00
5001-10,000 sq ft	\$ 1,221.00
10,001 - 15,000 sq ft	\$ 1,573.00
>15,000 sq ft	\$ 1,815.00
Miscellaneous:	
Food Handler Training/Exam (Per Person)	\$ 21.25
Food Handler Training Class (Non-reg facility)	\$ 452.00
Dance Hall Permit	\$ 125.00
Inspection on Request by nonpermitted facility	\$ 125.00
Copies, per page (over 10 pages)	\$ -
Return Check Fee	\$ 25.00
Reinspections (2nd or more)	\$ 226.00
Plan Checking (charged in all programs) (per hour)	\$ 113.00
Emergency Response Activities (per hour)	\$ 113.00
Consultation/Service upon request not otherwise provided (per hour)	\$ 113.00
Lead Assessment (per hour)	\$ 113.00
Equipment Rental/Laboratory Analysis	COST
Administrative Office Hearing	\$ 226.00
Late Charges after the 1st 30 days past due	5%/month
Site Plan Review (per hour)	\$ 113.00
Waiver - Minimum Setback for Onsite Sewage Disposal	\$ 55.00
Liquid Waste Program	
Septage Pumper Annual Registration	\$ 55.00
Solid Waste Program	
Illegal, Non-permitted SW Fac. Inspect'n, Enf. Srv. (per hour)	\$ 113.00
Permitted Solid Waste Facility <50K Tons Waste/Yr	\$ 5,150.00
Permitted Solid Waste Facility 50K-150K Tons Waste/Yr	\$ 12,051.00
Permitted Solid Waste Facility Greater than 150,000 Tons Waste/Yr	\$ 14,420.00
New Solid Waste Facility permits (per hour)	\$ 113.00
Enforcement Srv. Notice & Order; Hearings (per hour)	\$ 113.00
Closed Solid Waste Facility - Annual fee	\$ 295.00
Active Notification Tier Permit	\$ 600.00
Registration Tier Permit (Excluding Co-Disposal)	\$ 2,000.00

Fee Name / Description of Service	Fee Amount
Medical Waste Generator Program	
Small Quantity Gen (<200lbs/mth)w/ onsite treatment/yr	\$ 1,649.80
Large Quantity Generators (>200 lbs/month) - Annual Fee	
Acute Care Hospitals - Annual Fee	
1 to 99 beds	\$ 1,083.50
100 to 199 beds	\$ 1,567.50
200 to 250 beds	\$ 1,815.00
251 or more beds	\$ 2,530.00
Specialty Clinics (surgical,dialysis,etc)-Annual Fee	\$ 660.00
Common Storage Facilities serving:	
2 to 10 generators	\$ 164.98
11 to 49 generators	\$ 410.19
50 or more generators	\$ 824.90
Skilled Nursing Facilities Annual Fee	
1 to 99 beds	\$ 449.74
100 to 199 beds	\$ 574.04
200 or more beds	\$ 659.92
Acute Psychiatric Hospitals - Annual Fee	\$ 330.00
Intermediate Care Facilities - Annual Fee	\$ 494.94
Primary Care Facilities - Annual Fee	\$ 574.04
Clinical Laboratory Facilities - Annual Fee	\$ 330.00
Health Care Service Plan Facilities - Annual Fee	\$ 330.00
Veterinary Clinics or Hospitals - Annual Fee	\$ 330.00
Medical/Dental Offices(>200 lbs/mth)-Annual Fee	\$ 330.00
Tattoo Parlors, Permanent Cosmetics, Body Piercing:	
Artist Registration (Annual)	\$ 25.00
Annual Facility Inspection Fee (Annual)	\$ 299.45
Temporary Event Booth	\$ 299.45
Plan Check/Extra Services (per hour)	\$ 113.00
Aboveground Storage Tank (AST) Program	
Per Site	\$ 70.06
Underground Storage Tank (UST) Program	
New UST Installation (\$111ea+hr>10hrs)	\$ 904.00

Fee Name / Description of Service	Fee Amount
UST Abandonment/Removal (\$111 ea+hr>6hrs)	\$ 678.00
UST System Upgrade (\$111-ea+hr>6hrs)	\$ 678.00
UST Monitoring Equip/Spill prevention Only Upgrade (per hour)	\$ 113.00
UST Annual Fee:	
First Tank (per tank)	\$ 674.61
Additional Tanks (per tank)	\$ 200.01
Additional Svcs (See attached list of svcs.) (per hour)	\$ 113.00
Hazardous Waste Generators	
RCRA Large Quantity Generators (per facility)	\$ 595.51
Other Generators (per facility)	\$ 70.06
Tiered Permit Activities (per facility)	\$ 119.78
Hazardous Materials Inventories/Business Plan	
Annual Fee:	
Comercial/Non-Farm Site:	
Small (<25 tons)	\$ 160.46
Medium (25 - 500 tons)	\$ 420.36
Large (>500 tons)	\$ 1,502.90
Farm Sites:	
Small (<25 tons)	\$ 125.00
Medium (25 - 500 tons)	\$ 314.14
Large (>500 tons)	\$ 1,209.10
Bulk Petroleum Storage facility without USTs (SIC 5171)	\$ 230.52
Retail or Wholesale Petroleum facility with permitted USTs	\$ 200.01
Surcharges (chemicals listed Table 3 19CCR 2770.5):	
Large (>25 tons maximum storage capacity)	\$ 250.00
Small (<25 tons maximum storage capacity)	\$ 125.00
Additional Services (See attached list of svcs) per hour	\$ 113.00
Miscellaneous Haz Material Program Services:	
Contaminated Site Remediation Oversight (per hour)	\$ 113.00
Cal ARP Program Services (per facility)	\$ 598.90
Hazardous Materials Emerg. Incident Response (per hour)	\$ 113.00

Fee Name / Description of Service	Fee Amount
Housing Program	
Hotel/Motel Annual Fee:	
6 -30 units	\$ 136.73
31 - 50 units	\$ 150.29
51 - 100 units	\$ 230.52
101 - 200 units	\$ 309.62
201 - 500 units	\$ 585.34
Over 500 units	\$ 699.47
Recreational Health	
Public Pool/Spa Annual Fee	\$ 350.00
Occupational Health and Safety Program	
Equipment Rental/Laboratory Analysis at cost	cost
Consultations and Training (per hour)	\$ 113.00
LIBRARY	
Overdue Fines (per day)	\$ 0.25
Maximum Overdue Book Charge	70% of cost
Maximum Overdue Periodical Charge	70% of cost
Maximum OverdueAudio/ DVD/CD charge	70% of cost
Returned Check Service Charge	\$ 20.00
Damaged Items	
Audio Books/DVD/CD per tape or disk	\$ 6.00
Audio Books/DVD/CD cases	\$ -
Barcode Replacement	\$ 1.00
Media Artwork Replacement Processing Fee	\$ 10.00
Lost/Replaced Items	
Lost/Replaced Items Processing Fee	\$ 10.00
Lost/Replaced Library Card (per card)	\$ 2.00
Interlibrary Loan Requests	
Book (Not in System)	\$ 15.00
Periodical Article (Not in System)	Cost to Library
Copies & Computer Print Outs	

Fee Name / Description of Service	Fee Amount
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Copies from Microfilm Reader Printers (per page)	\$ 1.00
Flash Drive (per drive)	\$ 5.00
Obituary Search	\$ 15.00
Test Monitoring	\$ 20.00
Meeting Room - 4 hours	\$ 40.00
5 Hours Or More - Per Hour Charge	\$ 10.00
Local History Room	
Research Assistance - 1 Hour	\$ 15.00
Per Image	\$ 10.00
PROBATION	
Sealing of Records	\$ 150.00
Adult Court Report	\$ 650.00
Misdemeanor Reports	\$ 120.00
Proposition 63 Reports	\$ 120.00
Proposition 36 Reports	\$ 120.00
Deferred Entry of Judgement Reports	\$ 120.00
Adult Electronics (per day)	\$ 30.00
Probation Supervision	
Low Risk (per Month)	\$ 20.00
High/Moderate Risk & Registered Sex Offender (per month)	\$ 50.00
Copies & Computer Print Outs	

Fee Name / Description of Service	Fee Amount
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
Dismissal of Adult Probation (including but not limited to PC 1203.4 / PC 1203.41 / PC 1203.42 / 1203.45)	\$ 150.00
Interstate Transfer Application	\$ 200.00
Inter-County Transfer Application (PC 1203.9)	\$ 200.00
Installment Fees	\$ 50.00
PUBLIC GUARDIAN	
Reimb. for Conservatorship Routine Service Expenses (Balance of cash in estate after monthly expenses paid). Fee is shown as a per month amount.	
0-\$200	\$ -
\$201-\$700	\$ 22.00
\$701-\$1,000	\$ 29.00
\$1,001-\$1,500	\$ 37.00
\$1,501-\$2,000	\$ 51.00
\$2,001-\$3,000	\$ 58.00
\$3,001-\$4,000	\$ 73.00
\$4,001-\$5,000	\$ 88.00
\$5,001-\$7,500	\$ 110.00
\$7,501-\$10,000	\$ 131.00
\$10,001-\$20,000	\$ 190.00
\$20,001-\$50,000	\$ 234.00
\$50,001 and over	\$ 438.00
Storage Fee not taken if account balance is under \$200.00. Fee amounts are shown as a per month amount.	
4'X4'	\$ 12.00
5'X5'	\$ 28.00
5'X10'	\$ 53.00
10'X15'	\$ 80.00
10'X20'	\$ 95.00
10'X25'	\$ 110.00
	total
Reimb. for Conservatorship Non-Routine Service Expenses. Fee is a per hour rate.	\$ 85.00

Fee Name / Description of Service	Fee Amount
Reimbursement for Rep-Payee Services. Fee is shown as a per month rate	\$ 42.00
PUBLIC WORKS	
Record of Survey	\$ 730.00
Encroachment Permits	Actual Cost
Transportation Permits	
Annual	\$ 90.00
Single	\$ 16.00
Corner Record Fee	\$ 91.00
Subdivision Improvement Plan Check/Inspection Fee	
Cost of Improvements	
\$0 - \$5,000	5% of Cost
\$5,001 - \$25,000	\$250 +4% of cost over \$5,000
\$25,001 - \$100,000	\$1,050 +3.5% of cost over \$5,000
\$100,001 - \$250,000	\$4,375 +3% of cost over \$100,000
\$250,001 and over	\$8,875 +2% of cost over \$250,000
Certificate of Correction	\$ 110.00
Amending Map	\$ 230.00
Other Fees (Collected by Planning Department)	
Prelim. Tentative Tract (PTT)	\$ 240.00
Tentative Tract Map (TT)	\$ 175.00
Tentative Parcel Map	\$ 85.00
Final Parcel Map (Single Sheet Map)	\$ 1,090.00
Final Parcel Map (Per Additional Sheet)	\$ 195.00
Tract Map	\$ 1,245.00
Parcel Map Waiver	\$ 275.00
Parcel Map in lieu of Tentative Parcel Map	\$ 790.00
TPM/LPM-Resubmittal	\$ 250.00

Fee Name / Description of Service	Fee Amount
TT-Resubmittal	\$ 285.00
TT-ZOB Formation	\$ 1,738.00
Conditional Use Permit	\$ 110.00
Lot Line Adjustment	\$ 275.00
Lot Line Adjustment-Resubmittal	\$ 210.00
Site Plan Reviews	\$ 120.00
Site Plan Review-Mobile Home (MHR)	\$ 138.00
Certificate of Compliance	\$ 75.00
Road Openings	\$ 700.00
Road Closings/Abandonment	\$ 950.00
Easement Abandonment	\$ 950.00
Flood Zone Permit or Variance	\$ 85.00
Planned Unit Development	\$ 360.00
Variance	\$ 55.00
Change in Nonconforming Use (CNCU)	\$ 55.00
Change of Zone District Boundary	\$ 55.00
LAFCO Annexation or Reorganization	\$ 700.00
Voluntary Parcel Merger	\$ 190.00
Time Extension for a Subdivision	\$ 290.00
Parks Program	
Play Field (Soccer, Softball, Sand Volleyball) Resv.(per day in advance)	\$ 30.00
Horseshoe Pits	\$ 15.00
Gate Fees	
Bicycle/Walk-In/Senior Citizen Driver	\$ 2.00
Motor Vehicle	\$ 6.00
Commercial or School Bus or Recreation Vehicle	\$ 20.00
Motorcycle/Moped/Scooter	\$ 4.00
Season Pass	\$ 50.00
Camping Fees (gate fees and reservation fees are charged in addition)	
Groups (per night charge only)	\$ 100.00
Picnic Reservation Fees / Area use fees	
Capacity:	
3 Table Area	\$ 25.00
6 Table Area	\$ 50.00
9 Table Area	\$ 75.00

Fee Name / Description of Service	Fee Amount
12 Table Area	\$ 100.00
15+ Table Area(includes \$100 refundable cleaning dep.)	\$ 250.00
Firewood Sales	
Bundle	\$ 5.00
Mixed Wood (plus tax) (per cord)	\$ 125.00
Oak and/or Eucalyptus (plus tax) (per cord)	\$ 150.00
Special Use Permit - Bounce House per day	\$ 50.00
Special Access Fee - per hour (2 hr. Minimum)	\$ 35.00
Burriss Park Multi-Purpose Room (BPMP) - 200 Max. Occupancy	
Base rate for room rental	\$ 350.00
Deposit requirement for all rentals	\$ 100.00
SHERIFF	
Copies & Computer Print Outs	
Standard & Legal Size - B&W (per page)	\$ 0.25
Ledger Size - B&W (per page)	\$ 0.50
Standard & Legal Size - Color (per page)	\$ 1.00
Ledger Size - Color (per page)	\$ 2.00
222000-OPERATIONS	
Coroner Report Package	\$ 25.00
Body Removal & Storage (price per removal)	\$ 175.00
Public Administrator Estate Probation minimum	\$ 1,000.00
4% first \$100,000	
3% next \$100,000	
2% next \$800,000	
1% next \$9 million	
.5% next \$15 million	
223000-DETENTIONS	
Bookings:	
All agencies	\$ 122.00
Daily Jail Rate Price/day:	
Prison Costs	\$ 113.30
Alternative Sentencing:	
Adult Offender Work Program (AOWP) Price/day	\$ 12.50
Adult Offender Work Program (AOWP) Application Fee	\$ 75.00

Fee Name / Description of Service	Fee Amount
Adult Offender Work Program (AOWP) Transfer Fee	\$ 100.00
Adult Offender Work Program (AOWP) Reschedule Fee	\$ 20.00
Weekender Program Price/wknd	\$ 67.50
Community Service Admin Fee	\$ 35.00
220000-ADMINISTRATION-RECORDS DEPARTMENT	
CUSTODIAN OF RECORDS	
Recording Duplication:	
CD	\$ 14.00
DVD	\$ 12.00
Reports:	
Crime Report - Victim's Copy	\$ 5.00
Records Background Check	\$ 6.00
Auto Repossession	\$ 15.00
Letters:	
Booking Sheet	\$ 1.00
Immigration	\$ 6.00
Police Clearance	\$ 6.00
Custodian of Records Subpoena Duces Tecum	
\$24.00 per hour/\$6.00 per quarter hour/copies @ .10 per page	\$ 0.10
.20 Per page for Microfilm copies	\$ 0.20
Sheriff Towing Srvc	\$ 125.00
Fingerprinting (LiveScan or Initial black ink card)	
Additional black ink card	\$ 5.00
Permits:	
Gun & Explosive Permit	
County Fee	\$ 10.00
Concealed Weapons:	
Original Application	
90-Day employment CCW - State Fee	\$ 71.00
County Fee	\$ 100.00
2 Year resident CCW - State Fee	\$ 93.00
County Fee	\$ 100.00
3-Year judicial CCW State Fee	\$ 115.00

Fee Name / Description of Service	Fee Amount
County Fee	\$ 100.00
4-Year reserve peace officer CCW -State fee	\$ 137.00
County Fee - Waived	\$ -
Amendment to the License	\$ 10.00
Renewal fees	
90-Day employment CCW - State Fee	\$ 30.00
County Fee	\$ 25.00
Training Course Fee	\$ 25.00
2-Year resident CCW - State Fee	\$ 52.00
County Fee	\$ 25.00
Training Course Fee	\$ 25.00
3-Year judicial CCW - State Fee	\$ 74.00
County Fee	\$ 25.00
Training Course Fee	\$ 25.00
4-Yr resrv peace officer CCW State fee	\$ 96.00
County Fee and Training Course Fee	waived
Marijuana Grow Registration Fee	\$ -
220000-ADMINISTRATION-CIVIL DEPARTMENT	
Vehicle Inspection for Certification of Correction	\$ 20.00
Check Fee	\$ 12.00
Bench Warrant (CCP 491.160, 708.170)	\$ 50.00
Bench Warrant (Failure to appear on subpoena or court order)	
Receive and process Warrant (Up to \$40 is refundable)	\$ 140.00
Cancel the service of the Warrant (Up to \$40 is refundable)	\$ 140.00
Unable to locate person after due diligence	\$ 85.00
Arrest, which shall include arrest & release on promise to appear- (Up to \$40 is refundable)	\$ 140.00
Copy fee for writ, process, paper, order or notice, per page	\$ 1.00

Fee Name / Description of Service	Fee Amount
Civil Subpoena Price/day (Deputy)	\$ 150.00
Civil Subpoena on a Peace Officer Price/day (Deputy)	\$ 275.00
Citation/Petition	\$ 40.00
Claim of Defendant	\$ 40.00
Claim of Plaintiff & Order	\$ 40.00
Military Affidavit	\$ 40.00
Notary Fee	\$ 15.00
Notice to Quit 3/5/30/60/90 Day	\$ 40.00
Order of Hearing	\$ 40.00
Order to Show Cause	\$ 40.00
Prejudgment Claim to Right of Possession	\$ 40.00
Subpoena (Civil only)	\$ 40.00
Subpoena Duces Tecum	\$ 40.00
Summons and Complaint	\$ 40.00
Summons and Complaint (Unlawful Detainer)	\$ 40.00
Summons and Petition	\$ 40.00
Order to Show Cause/Temp. Restraining Order (Domestic Violence)	Waived
Order to Show Cause/Temp. Restraining Order (Harassment)	\$ 40.00
Execution - EWO (Domestic)	\$ 35.00
Execution - EWO	\$ 35.00
Execution - Bank Levy (Served by Sheriff or Process Server)	\$ 40.00
Execution - Third Party	\$ 40.00
Execution - Book Levy (W/A)	\$ 40.00
Execution - Book Levy (W/E)	\$ 40.00

Fee Name / Description of Service	Fee Amount
Real Property Levy (Additional \$570 Deposit Required)	\$ 40.00
Personal Property Levy (Additional \$1,500 deposit required)	\$ 100.00
Automobile Levy (Additional \$2,000 deposit required)	\$ 100.00
Till Tap-Sheriff fee	\$ 100.00
Keeper - 8 hour (Additional \$240 deposit required)	\$ 240.00
Keeper - 24 hour	\$ 645.00
Sheriff fee per day for continuously maintaining levy after first day	\$ 40.00
Sheriff fee NOT found (non installation)	\$ 35.00
Sheriff fee NOT found (Keeper non installation)	\$ 60.00
Sheriff fee NOT found RETURN	\$ 35.00
Safety Deposit Box-Sheriff's Fee	\$ 135.00
Bank's fee, Lock Smith, Storage, etc.	Actual
Eviction (see below)	
Notice to Vacate	\$ 85.00
Repost Notice to Vacate	\$ 40.00
Notice of Restoration	\$ 60.00
Cancellation	\$ 40.00
227700-ANIMAL CONTROL FIELD SERVICES	
Impound Fee (Altered & Licensed)	
1st impound	\$ -
2nd impound (within 90 days)	\$ 35.00
3rd impound (within one year)	\$ 50.00
Impound Fee (Unaltered & Unlicensed) 1st Impound (\$30+\$35 state fee)	\$ 65.00
2nd impound (within 90 days) (\$55+\$50 state fund)	\$ 105.00
3rd impound (within one year) (\$105+\$100 state fund)	\$ 155.00
Tranquilizer Fee	\$ 25.00
Owned Animal Pick up (+50 owner surrender fee)	\$ 30.00
Small animal trap deposit	\$ 60.00
Large animal trap deposit	\$ 200.00

Fee Name / Description of Service	Fee Amount
Livestock (stray) service call	\$ 100.00
Dangerous Dog Fee	\$ 100.00
Vicious Dog Fee	\$ 150.00
227710-ANIMAL CONTROL SHELTER	
Kennel Licenses:	\$ 105.00
Kennel Permit	\$ 250.00
Multiple Animal Permit	\$ 50.00
Breeder Permit	\$ 500.00
Microchip Fee	\$ 10.00
Dog Licenses	
UNALTERED Fee (1 yr-Senior)	\$ 50
Altered (1yr/2yr/3yr)	\$6/\$10/\$14
Altered-Senior (1yr/2yr/3yr)	\$6/\$10/\$14
Replacement dog license	\$ 5
Penalty Fee	100%
Boarding Fee (per day)	\$ 8.00
Adoption Fee	
Dogs (Incl Spay/Neuter, Vaccinations, microchip, license)	\$ 100.00
Cats (Incl Spay/Neuter, Vaccinations, microchip, license)	\$ 75.00
Senior Rate: Dogs (Incl Spay/Neuter, Vaccinations, microchip, license)	\$ 50.00
Senior Rate: Cats (Incl Spay/Neuter, Vaccinations, microchip, license)	\$ 35.00
Private Animal Cremation	\$ 50.00
Euthanasia (w/ note from veterinarian)	\$ 75.00
Live stock Redemption Fee	\$ 50.00
Home Quarantine	\$ 25.00
Owner surrender (dog or cat) Unaltered/Altered	\$ 50.00
Veterinary Costs	Actual Cost

ORDINANCE NO. 520.22

AN ORDINANCE AMENDING ORDINANCE NO. 520.21
ESTABLISHING CERTAIN COUNTY FEES AND CHARGES AND ADOPTING A
MASTER FEE SCHEDULE

The Board of Supervisors of the County of Kings ordains as follows:

SECTION 1. This Ordinance, its attachment, and all future amendments thereto shall be referred to and known as the “Master Fee Ordinance.”

SECTION 2. The fees and charges set forth in the Master Fee Schedule, attached hereto and incorporated herein as though fully set forth, are hereby established for the following county departments, offices, and divisions thereof:

- a. Assessor/Clerk/Recorder
- b. Elections
- c. Board of Supervisors (Clerk of the Board)
- d. Community Development Agency
- e. District Attorney
- f. Finance Department
- g. Fire Department
- h. Health Department
- i. Library
- j. Minors Advocates
- k. Probation
- l. Public Guardian
- m. Public Works
- n. Sheriff/Coroner/Public Administrator/Animal Control

SECTION 3. The fees and charges established herein shall take effect upon the effective date of this Ordinance.

SECTION 4. Fees and charges for the listed county departments, offices, and divisions thereof may be added, reduced, increased, or deleted from time to time by amendments to this Master Fee Ordinance in compliance with law.

SECTION 5. The fees and charges adopted in Section 2 of this Ordinance shall

supersede and take the place of any different fee or charge in any codified section of the Kings County Code of ordinances or in any resolution.

SECTION 6. The Kings County Board of Supervisors hereby adopts the following findings:

a. The fees and charges specified by this Ordinance do not exceed the cost of providing the product or service or enforcing the regulation for which the fee or charge is levied.

SECTION 7. This ordinance shall take effect immediately after its adoption and before the expiration of fifteen (15) days after its passage and shall be published with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel newspaper published in the County of Kings.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on May 12, 2020, and adopted at a regular meeting of the Board of Supervisors of the County of Kings on May 19, 2020.

AYES:
NOES:
ABSENT:
ABSTAIN:

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

Witness my hand and seal of said Board of Supervisors on May 19, 2020.

Clerk of said Board of Supervisors