

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, October 27, 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 video and teleconference going forward, and will close its Board Chambers to the public generally, except as described below, until further notice.

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<https://youtu.be/VbANjjzT3l0> or go to www.countyofkings.com and click on the "Join Meeting" link.

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To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

- I. **9:00 AM** CALL TO ORDER
ROLL CALL – Clerk of the Board
INVOCATION – Brian Kleinhammer – Kingdom Culture 2.0
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. Approval of the minutes from the October 20, 2020 regular meeting.



IV.

CONSENT CALENDAR

A. County Counsel:

1. Consider:
 - a. Ratifying the July 23, 2020 agreement (engagement letter) between the County of Kings and the law firm of Lamb & Kawakami LLP to retain Michael Slattery and Thomas Kelch as defense counsel for the County of Kings Board of Equalization in the case titled *Leprino Foods Co. v. County of Kings*, Cal. Superior Court County of Kings, Case No. 20C-0159; and
 - b. Authorizing County Counsel to enter into a similar hourly retainer agreement with Lamb & Kawakami to assist with review and recommendations to the Board of Equalization regarding possible improvement of the appeals process.

B. Department of Public Health:

Consider authorizing the Chairman to retroactively sign the Agreement between the County of Kings and the Fresno Pacific University for the term of July 1, 2020 to June 30, 2023 for a nursing internship program.

C. Public Works Department:

1. Consider authorizing the Fleet Superintendent to purchase equipment using Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium for one PB Loader.
2. Consider:
 - a. Approving the Letter of Streetlight Agreement; and
 - b. Approving the General Conditions Agreement to perform work pursuant to PG&E Electric Rule 20A – Replacement of Overhead With Underground Electric Facilities; and
 - c. Approving the Agreement to Perform Tariff Schedule Related Work – Rule 20A Electric Panel service conversion; and
 - d. Approving the Wheelchair Access Consideration acknowledgment; and
 - e. Authorizing the Director of Public Works to sign future documents related to this project.
3. Consider authorizing the Fleet Superintendent to purchase four (4) 2021 Dodge Chargers for the Probation Department using Sourcewell (formerly known as the National Joint Powers Alliance).

D. Sheriff's Office:

1. Consider:
 - a. Authorizing the purchase of five video storage servers for the jail facility; and
 - b. Adopting the budget change. **(4/5 vote required)**
2. Consider:
 - a. Authorizing the Sheriff's Office to allow the Detentions Deputy Association to purchase Michael McMahon's service handgun; and
 - b. Approving the purchase of a Glock model 22, .40 caliber handgun, as replacement; and
 - c. Adopting the budget change. **(4/5 vote required)**

V.

REGULAR AGENDA ITEMS

A. Administration – Rebecca Campbell

Chemical Waste Management – Bob Henry

Consider accepting the quarterly report from Chemical Waste Management.

B. Fire Department – Bill Lynch/Rick Levy

Consider authorizing the retroactive out-of-state travel for Fire Apparatus Engineer Dolly Justin Silveira to respond to the Luna Incident located in the Carson National Forest in Taos, New Mexico on October 19, 2020.



C. Department of Public Health - Edward Hill/Nancy Gerking

1. Consider allocating 10.0 full time equivalent positions to the Department of Public Health Communicable Disease Clinic division, Budget Union 411300:
 - a. Allocating 1.0 Full Time Equivalent Program Manager;
 - b. Allocating 1.0 Full Time Equivalent Fiscal Specialist I/II;
 - c. Allocating 1.0 FTE Laboratory Assistant I/II/III;
 - d. Allocating 1.0 FTE Medical Billing Clerk I/II;
 - e. Allocating 1.0 FTE Office Assistant I/II;
 - f. Allocating 3.0 FTE Health Educator;
 - g. Allocating 2.0 FTE County Health Nurse I/II positions; and
 - h. Adopting the budget change. **(4/5 vote required)**

D. Public Works Department – Kevin McAlister/Dominic Tyburski

1. Consider:
 - a. Awarding a construction contract to Granite Construction Company, Inc. as the apparent low bidder for the Senate Bill-1 funded Kings County Roadway Improvement Project;
 - b. Authorizing the Chairman to sign the construction Agreement; and
 - c. Authorizing the Public Works Director to approve additional costs up to ten percent of the contract amount.
2. Consider:
 - a. Authorizing the County to join the proposed Senate Bill 1383 Coalition; and
 - b. Authorizing the Public Works Director, with consent of the County Administrative Officer and County Counsel, to send letters to CalRecycle and any related State/local organizations regarding the impacts of SB 1383 on Kings County and suggesting modifications to state law, regulations and policy related to solid waste collection, recycling and processing.

E. Elections Department – Lupe Villa

Receive an update on the November 3, 2020 general election.

F. Human Service Agency – Sanja Bugay

1. Consider:
 - a. Authorizing Sanja Bugay, as the County's Negotiator, to engage real estate broker services from Motel Hotel Specialist Inc. to assist with the negotiation and purchase of the Stardust Motel on the County's behalf;
 - b. Authorizing the County's Negotiator to sign all documentation necessary to execute the purchase of the Stardust Motel by December 2, 2020 on the County's behalf; and
 - c. Approving Motel Hotel Specialist Inc.'s commission rate of five percent (5%) of the final purchase price as compensation for their services.

G. Administration – Rebecca Campbell

Department of Public Health – Edward Hill

1.
 - 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 State's roadmap for modifying the statewide order and take action as necessary.



- VI. Study Session**
A. County Counsel – Lee Burdick
District Attorney’s Office – Keith Fagundes
 Information on Assembly Bill 571: Contribution Limits On Campaign Finances.

- VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**
On their own initiative Board Members may make a brief announcement or a brief report on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Gov. Code Section 54954.2a).
- ◆ Board Correspondence
 - ◆ Upcoming Events
 - ◆ Information on Future Agenda Items

- VIII. CLOSED SESSION**
- ◆ **Litigation initiated formally.** The title is: “*Munguia v. Edmonds, US Bankruptcy Court Eastern District of California Court Case No. 20-12676-A-7*” [Govt. Code Section 54956.9(d)(1)]
 - ◆ **Deciding to initiate litigation.** 1 case [Govt. Code Section 54956.9(d)(4),(e)(2)]
 - ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
 Negotiators: Rebecca Campbell, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Blue Collar – SEIU
 - Detention Deputy Association
 - Deputy Sheriff’s Association
 - Firefighters’ Association
 - General – CLOCEA
 - Probation Officers Association
 - Prosecutors Association
 - Supervisors – CLOCEA

- IX. ADJOURNMENT**
 The next regularly scheduled meeting will be held on November 3, 2020, at 9:00 a.m.

X. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING

FUTURE MEETINGS AND EVENTS

October 29	9:00 AM	Housing Authority of Kings County Special Meeting, Online format
November 3	9:00 AM	Regular Meeting
November 10	9:00 AM	Regular Meeting
November 11		County Offices Closed in Observance of Veterans Day
November 12-19		California State Association of Counties Annual Meeting, Online format
November 17	9:00 AM	Regular Meeting
November 24	9:00 AM	Regular Meeting
November 26-27		County Offices Closed in Observance of Thanksgiving

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Joe Neves, District 1
Richard Valle, District 2
Richard Fagundes, District 5



Staff

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Board of Supervisors Regular Meeting Action Summary

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To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Kevin McAlister
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT



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.

Anthony López, new City Manager for the City of Avenal, introduced himself and shared information regarding his background and education.

Written Comments were received from Ondira Mello which will be made part of the record.

III. APPROVAL OF MINUTES

A. Approval of the minutes from the October 13, 2020 regular meeting.

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

IV. CONSENT CALENDAR

A. Community Development Agency:

1. Consider:

a. Finding that Notices of Partial Non-Renewals are Categorically Exempt from the California Environmental Quality Act Guidelines (CEQA) Section 15317 environmental review; and

b. Authorizing the Chairman to sign the Partial Non-Renewals for the following Contracts: Land Conservation Contract Nos. 557, 185 and 653.

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

V. REGULAR AGENDA ITEMS

A. Community Development Agency – Greg Gatzka

Consider adopting a Resolution delegating authority to the Community Development Agency Director to enter into Indemnification and Reimbursement Agreements. **[Reso 20-071]**

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

B. County Counsel – Lee Burdick

Agriculture Department – Jimmy Hook

Consider waiving the second reading of Ordinance No. 696 adding Article XI to Chapter 14 of the County Code of Ordinances regarding the ongoing regulations for Industrial Hemp cultivation in unincorporated areas of Kings County and adopting the Ordinance as presented. **[Ord 696]**

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

C. District Attorney’s Office – Keith Fagundes/Phil Esbenshade

Consider adopting a Resolution designating the month of October 2020 as Kings County Domestic Violence Awareness Month. **[Reo 20-072]**

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

D. Elections Department – Lupe Villa

Receive an update on the November 3, 2020 general election.

INFORMATION ONLY – NOA

E. Department of Public Health - Edward Hill/Nancy Gerking

1. Consider:

a. Authorizing the Director of Public Health to sign the Acceptance of Allocation agreement for the Kings County Tobacco Control Program; and

b. Authorizing the Director of Public Health to sign all of the Prospective Payment Invoices related to the program.

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



F. Human Services Agency – Sanja Bugay

1. Consider
 - a. Appointing the Human Services Director as the County’s Negotiator to negotiate the purchase of the Stardust Motel, located at 8595 Lacey Boulevard in Hanford, California; and
 - b. Directing the negotiator to seek services of a real estate broker to negotiate on County’s behalf and manage the documentation required for the real estate transaction to execute the purchase by December 2, 2020.

ACTION: APPROVED AS PRESENTED (JN, CP, DV – Aye, RV, RF - No)

G. Job Training Office- Lance Lippincott

Consider authorizing the Kings County Job Training Office to re-allocate funding reserved for the Kings County COVID-19 Small Business Assistance Program from County areas without sufficient applications to areas where more applications have been received.

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

H. Administration - Rebecca Campbell

Department of Public Health - Edward Hill

1.
 - 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 State’s roadmap for modifying the statewide order and take action as necessary.

The Board received an update and no official action was taken.

VI. 10:00 AM PUBLIC HEARING

A. Community Development Agency- Greg Gatzka/Kao Nou Yang

Hold a Public Hearing to receive public testimony regarding the Implementation of Section 51244(b), which allows for the 10% reduction in the Williamson Act and Farmland Security Zone Contract terms. Consider adopting Implementation of Section 51244(b), which will require the following actions:

- a. Determine that the State funded less than one-half (1/2) of Kings County’s actual forgone property tax revenues in the prior fiscal year (FY 2019/2020); and
- b. State that landowners may choose to not participate in implementation of Section 51244(b) by serving a notice of non-renewal within 90 days of the date of notice of the opportunity to prevent the modification and re-evaluation of contracts authorized by Section 51244(b) or before February 1, 2021; and
- c. Amend the County’s Land Conservation Act Program Procedures by extending the deadline for landowners to file notices of non-renewal for calendar year 2020 to February 1, 2021; and
- d. Adopt a resolution authorizing implementation of Section 51244(b).

Supervisor Verboon opened the public hearing, written comments from Bob Vogel were read and the public hearing was closed.

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



VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Valle stated that he has been working to plan and promote a mobile Covid-19 testing event for October 25, 2020 at Our Lady of Lourdes Church in Corcoran. He thanked American Warriors of California and Gold Star Families of Central California for their donations for food to be provided to testing participants and thanked Jose Ramirez for agreeing to attend and promote the event.

Supervisor Neves stated that he attended a tour of the Mid Valley Disposal Facility in Fresno on October 14, 2020, attended a CalViva meeting on October 15, 2020 and attended a homeless shelter site selection committee meeting on October 16, 2020.

- ◆ Board Correspondence: Rebecca Campbell stated that Board received notice of findings regarding the petition to list the western Joshua Tree as threatened or endangered and notice of proposed regulatory action relative to amending section 29.06, Title 14, CCR relating to Recreational Sea Urchin Bag Limit Exemption from the California Department of Fish and Game.
- ◆ Upcoming Events: Rebecca Campbell stated that Public Safety Appreciation event will now be a “watch video” event with a launch date to be determined. She stated that the on October 30, 2020 the Victim Witness Art Exhibit will take place in the Victim Witness parking lot from 10:00 a.m. to 2:00 p.m. and the Battle of the Badges Blood Drive will take place in the Human Services Agency parking lot from 9:00 a.m. to 2:00 p.m. She stated that the General Election will be held Tuesday, November 3, 2020 and the California State Association of Counties Annual Meeting will be an online event on November 12 – 19, 2020.
- ◆ Information on Future Agenda Items: Rebecca Campbell stated that the following items will be on a future agenda: Administration– Covid-19 update, Kettleman Hills Waste Facility Quarterly Report, Elections – update on General Election, County Counsel – Study Session AB 571 contribution limits on campaign finances, Fire – Out of state travel, Health – Agreement with Fresno Pacific University regarding nursing students, Public Works – Fleet vehicle purchase, Public Works – Agreements with PG&E for the General Petroleum Kettleman City Underground Utility District Project, Public Works– Roads equipment purchase of one PB Loader, Public Works – SB 1383 Short-lived Climate Pollutant Coalition efforts, Public Works – 19-20 Senate Bill-1 Funded Kings County Roadway Improvement Project and Sheriff – Service handgun purchase. She also stated that October 27, 2020 is Public Works Director Kevin McAlister’s last Board meeting.

VIII. CLOSED SESSION

- ◆ **Worker’s Compensation Claim:** (1 case) [Govt. Code Section 54956.95]
- ◆ **Conference with Real Property Negotiator [Govt. Code Section 54956.8]**
Property: 8595 Lacey Blvd., Hanford, CA (APN 016-052-029-000)
Negotiating Parties: Sanja Bugay, Human Services Agency Director, for County
Suryakant Patel, Owner
Under Negotiation: Purchase of property for public use

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

X. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING

XI. ADJOURNMENT

The next regularly scheduled meeting will be held on October 27, 2020, at 9:00 a.m.



FUTURE MEETINGS AND EVENTS

October 27	9:00 AM	Regular Meeting
November 3	9:00 AM	Regular Meeting
November 10	9:00 AM	Regular Meeting
November 17	9:00 AM	Regular Meeting
November 24	9:00 AM	Regular Meeting

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Written Comments Received:

Sent: Monday, October 19, 2020 11:36 AM
To: BOS Questions
Subject: Stop Sign at 16th and Grangeville

I understand your regular meeting will focus on the Williamson Act, but I wanted to raise an unrelated question.

Living on 16th Avenue and having businesses on Grangeville, near 15th and 16th Avenues, we have seen a large increase in traffic. With the addition of the stop sign at 15th and Lacey, drivers seem to be more likely to choose the Grangeville route to go from Hanford to Lemoore - especially to the back entrance of the Lemoore Naval Air Station. As there are 4 miles of country road with no stop sign, traffic gets up to high speeds causing danger to all involved. As this section of Grangeville is mainly agricultural land, the tractors, trailers, and feed wagons that travel at slow speeds on the road and need to cross the road present a serious risk to drivers that may not be expecting them. If you travel this section of Grangeville, you will see the corner of 16th is decorated with a group of crosses. Last month when there was work going on in the trees causing dust, there were 3 accidents near this intersection in 2 weeks.

With the impending fog season, I ask the Board to assist those of us who live and drive in this area daily by helping us get a 4 way stop at 16th and Grangeville. If I need to get a petition or you wish to redirect me to someone else, I appreciate any help you may offer. I don't want to see anyone else get hurt and I certainly don't want any more crosses at the intersection.

Thank you for your consideration!

My Best,

Ondria Mello, partner JD Mello Dairy, Mello-D Jerseys Dairy



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: County Counsel – Lee Burdick/Diane Freeman

SUBJECT: AGREEMENT BETWEEN WITH THE LAW FIRM OF LAMB & KAWAKAMI
FOR LEGAL REPRESENTATION IN DEFENSE OF BOARD OF
EQUALIZATION LITIGATION

SUMMARY:

Overview:

Leprino Foods Company filed a petition for writ of mandate against the County of Kings Board of Equalization (“BOE”) seeking to overturn a BOE order that could result in a refund of property taxes. The BOE requires specialized outside counsel to represent it in the litigation. Michael Slattery and Thomas Kelch are experienced tax litigators willing to defend the BOE upon this Board’s ratification of the retainer agreement. County Counsel also requests authority to retain by separate agreement Mr. Slattery and Mr. Kelch at their current rates to assist with an overall review and recommendations to the BOE regarding possible revision of the BOE’s appeal process.

Recommendation:

- a. Ratify the July 23, 2020 agreement (engagement letter) with the law firm of Lamb & Kawakami LLP to retain Michael Slattery and Thomas Kelch as defense counsel for the County of Kings Board of Equalization in the case titled *Leprino Foods Co. v. County of Kings*, Cal. Superior Court County of Kings, Case No. 20C-0159; and
- b. Authorize County Counsel to enter into a similar hourly retainer agreement with Lamb & Kawakami to assist with review and recommendations to the Board of Equalization regarding possible improvement of the appeals process.

Fiscal Impact:

The County will pay Mr. Slattery and Mr. Kelch \$250 per hour for their services. Those fees are already

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH THE LAW FIRM OF LAMB & KAWAKAMI FOR LEGAL REPRESENTATION IN DEFENSE OF BOARD OF EQUALIZATION LITIGATION

October 27, 2020

Page 2 of 2

budgeted to County Counsel's professional services budget.

BACKGROUND:

Leprino Foods Company timely filed with the Kings County Board of Equalization ("BOE") Applications for Changed Assessment Nos. 15-013, 15-014, 15-015, 15-016, 15-017, 15-036, 16-012, 16-013, 16-014, 16-015 and 16-016. The BOE conducted a hearing on the applications on Tuesday, September 23, 2019. On December 18, 2019, the BOE issued its Statement of Decision denying the applications. Leprino subsequently filed a petition for writ of mandate in the Kings County Superior Court challenging the sufficiency of the BOE's order (Case No. 20C-0159), a challenge, which if sustained, could result in a refund of property taxes against the County of Kings.

Based on the County's duty to defend the BOE's order, County Counsel's Office, in consultation with the Kings County Risk Manager, needed to retain specialized outside counsel to represent the BOE. County Counsel's Office began its search by reaching out to the County Counsel of Tulare to determine if they could represent the BOE pursuant to a reciprocal, mutual aid arrangement the counties had used in the past. County Counsel was informed in mid-July that Tulare County did not have the resources to assist Kings County in this matter. After substantial research, and seeking references from other county counsels across the State, County Counsel's Office identified Mike Slattery and Thomas Kelch from the law firm of Lamb & Kawakami, LLP as the preferred outside counsel to handle the litigation.

Due to the imminent need to prepare and file an answer to the Petition, County Counsel executed a retainer agreement with Mr. Slattery and Mr. Kelch to represent the BOE. Because County contracts are not legally binding unless approved by the Board of Supervisors, County Counsel now requests that this Board ratify the agreement to retain their services on behalf of the BOE for this litigation.

In addition, because of Mr. Slattery's and Mr. Kelch's expertise in Board of Equalization appeals across the State, County Counsel also seeks authority to enter into a separate retainer agreement for the assistance of counsel in reviewing the BOE's current appeals process. The purpose of this review would be to develop recommendations regarding how the BOE appeals process could be improved, including the possible facilitation of dispute resolution through more informal processes than evidentiary hearings.



Lamb and Kawakami LLP
333 South Grand Avenue, Suite 4200
Los Angeles, CA 90071
Telephone 213.630.5500
Facsimile 213.630.5555

Direct 213.630.5518
mslattery@lkfirm.com

July 23, 2020

VIA E-MAIL

Diane Walker Freeman
Deputy County Counsel
County of Kings
1400 W. Lacey Blvd., Bldg #4
Hanford, CA 93230
E-Mail: diane.freeman@co.king.ca.us

Re: Engagement Letter – County of Kings

Dear Ms. Freeman:

I am writing to confirm the terms of your engagement of Lamb & Kawakami LLP (“L&K”) as defense counsel for the County of Kings (the “County”) in the case styled *Leprino Foods Co. v. County of Kings*, Cal. Superior Court County of Kings Case No. 20C-0159 (the “Lawsuit”).

1. **Scope of engagement:** L&K will defend the County in the Lawsuit.
2. **Staffing:** Michael Slattery and Thomas Kelch will provide services to the County. Each of these attorneys has over 30 years’ experience as a practicing attorney with specific expertise in property tax law.
3. **Hourly rates for service:** L&K will charge \$250/hour for services of its attorneys. L&K will bill its time in increments of 1/10th of an hour and will send invoices on a monthly basis. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the attorney’s fees.
4. **Reimbursement of costs:** In the course of rendering services to the County, it may be necessary for L&K to incur expenses for items including filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, investigation expenses, consultants’ fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. The actual expenses incurred will vary depending on the services that L&K provides to you. Expenses paid to third parties will be charged to the County at L&K’s actual cost. L&K will not incur any expense in excess of \$1,000 without your prior consent. *L&K will not ask the County to reimburse any of L&K’s costs to travel to meetings or to the*

superior court. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses.

5. **Paralegal support:** Our paralegals may assist with this representation from time to time. The use of paralegals, where appropriate, results in a direct savings to you, since they can more economically perform tasks which do not require the attention of attorneys. If you have any questions or concerns regarding delegation of responsibilities, please contact me to discuss these issues. L&K will bill the County \$150/hour for the services of its paralegals.
6. **Effective date:** This agreement will not take effect, and L&K will have no obligation to provide legal services, until you return a signed copy of this agreement.
7. **Termination:** You may terminate this representation at any time with or without cause by notifying L&K in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on the County's behalf immediately. The County will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until we receive written notice of termination. L&K will have the right to withdraw as attorney for the Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which the law firm may withdraw are: (a) with the consent of the Client; (b) the Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) the Client fails to pay attorney's fees or costs as required by this Agreement. If L&K elects to withdraw from representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete L&K's withdrawal from representation.
8. **Electronic Data Communication and Storage:** In the interest of facilitating L&K's services to you, L&K may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, L&K makes reasonable efforts to keep such communications and data access secure in accordance with L&K's obligations under applicable laws and professional standards. You recognize and accept that L&K has no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by the law firm or the law firm's third-party vendors. You consent to L&K's use of these electronic devices and

applications and submission of confidential client information to third-party service providers during this engagement. L&K advises you to refrain from communicating with us on any unsecured computer, smart phone, tablet computer or other device or on a device that you share with someone else. In addition, when communicating with L&K, please make sure that you utilize only an email account that is password protected and accessed solely by you.

9. **File Retention and Destruction:** You may have access to your case file at any reasonable time. At the end of the engagement, you may request the return of your case file. If you have not requested the return of your file, and to the extent L&K has not otherwise delivered it or disposed of it consistent with your directions, the law firm will retain the case file for a period of one year, after which the law firm is authorized by this agreement to have the case file destroyed. In the event you request that L&K transfer possession of the case file to you or a third party, L&K is authorized to retain copies of the case file at the law firm's expense. The case file includes papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.
10. **No warranties.** You acknowledge that L&K has not made any warranties or representations to you, nor given you any assurances as to the favorable or successful resolution or outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of L&K's statements about the County's rights and interests in the Lawsuit are limited only to estimates based upon L&K's experience and judgment and are only the law firm's opinion. These expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.
11. **Professional Liability Insurance:** Pursuant to California Rule of Professional Conduct 3-410, I am informing you in writing that L&K has professional liability insurance.

Very truly yours,



Michael K. Slattery, Esq.

Diane Walker Freeman
July 23, 2020
Page 4

Lamb and Kawakami LLP

The County agrees to the terms of this engagement letter.

Dated: July 31, 2020



Diane Walker Freeman
Deputy County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Kings County Department of Public Health – Ed Hill/Nancy Gerking

SUBJECT: AGREEMENT WITH FRESNO PACIFIC UNIVERSITY

SUMMARY:

Overview:

This Agreement allows nursing students to gain experience in public health through internships within the Health Department. Nursing students are enrolled in the nursing degree program at Fresno Pacific University.

Recommendation:

Authorize the Chairman to retroactively sign the Agreement between the County of Kings and Fresno Pacific University for the term of July 1, 2020 to June 30, 2023 for a nursing internship program.

Fiscal Impact:

There is no cost to the County General Fund associated with the recommended action, as neither party shall be obligated to provide any monetary compensation to the other as a result of this agreement. This agreement is for education field experience. No funds are exchanged.

BACKGROUND:

This is a continuation of the contractual relationship between the County of Kings and Fresno Pacific University, allowing nursing students to gain educational field experiences with the health department in the field of public health nursing and healthcare-related programs. The students are enrolled in Fresno Pacific University. As a public health agency, nursing and clinical staff will assist the student during their scheduled allotted time in the Health Department. Kings County has had a contractual relationship with Fresno Pacific University for nursing student internships for several years.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**AGREEMENT BETWEEN THE COUNTY OF KINGS
AND FRESNO PACIFIC UNIVERSITY**

THIS AGREEMENT is made and entered into this ___day of_____, 2020 by and between the County of Kings ("County"), a political subdivision of the State of California, and Fresno Pacific University, a California Nonprofit Religious Corporation ("Fresno Pacific"), (collectively, the "Parties") with respect to the following recitals:

WHEREAS, the Trustees of Fresno Pacific have created a nursing program for the university and such program requires clinical nursing experience for student interns ("Interns") and the use of clinical facilities ("Internship Program");

WHEREAS, Fresno Pacific requires facilities where Interns can obtain practical learning experience required in their course curriculum;

WHEREAS, the County's Department of Health ("Health Department") has the setting and facilities needed by Fresno Pacific Interns as part of their practical learning experience; and

WHEREAS, it is to the mutual benefit of the Parties hereto that Interns of the Fresno Pacific's Nursing Program use the facilities of the County's Health Department for their field experience.

NOW, THEREFORE, it is agreed as set forth below.

1. COUNTY OBLIGATIONS:

a. The County shall accept Interns designated by Fresno Pacific for a designated period of time for observational experience and supervised training. The length of the internships and the number of Interns shall be as agreed upon between the respective representatives of the Parties.

b. The County shall provide suitable practical experience situations as prescribed by Fresno Pacific's curriculum and objectives. In no case shall Interns replace regular staff and shall not render patient/client care and/or services except as identified for educational value as part of a supervised program.

c. No monetary payment shall be made by the County to the Interns in compensation for their services, nor shall any payments be made to the County by Fresno Pacific in compensation for Intern participation in the Internship Program.

d. The County shall recommend to Fresno Pacific the withdrawal of Fresno Pacific Interns if: (1) the achievement, progress, adjustment or health of the Interns does not warrant a continuation at the County, or (2) the behavior of the Interns fails to conform to the applicable regulations of the County. The County shall assist Fresno Pacific, if necessary, in implementing this recommendation.

e. The County reserves the right, exercisable in its discretion after consultation with Fresno Pacific, to exclude any Intern from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental.

f. The County shall maintain sufficient and qualified supervisory and staff personnel in the departments where Interns may be assigned for instruction and practice, recognizing that the care of the patient is the legal responsibility of the County.

g. The County shall permit Interns and instructors to use the Health Department's appropriate instructional materials and educational resources and provide an orientation for Interns and instructors new to the internship.

h. The County shall participate in evaluation of student performance only as agreed upon by instructor and Fresno Pacific.

i. Maintain the County facilities used for the Internship Program in such a manner that said facilities shall conform to all requirements of applicable state boards and California law.

j. Assure that staff is adequate in number and quality to ensure safe and continuous management of the student program in cooperation with the Field Coordinator.

k. Provide instructors and Interns taking part in the field experience, whenever possible, with the following:

1. A conference-type space suitably furnished for small groups.
2. A storage area for instructional materials.
3. Access for each instructor to the medical library.
4. A lecture room equipped with desks and chairs.
5. Field transportation, if appropriate.
6. Lockers for each instructor
7. Other incidentals that may be mutually agreeable.

1. Provide emergency first aid for any Intern who becomes sick or injured by conditions arising out of or in the course of said student's participation in the Internship Program at the County. Provide medical examinations or other protective measures that may be required by the County in addition to the health examination provided by Fresno Pacific.

m. Permit and encourage members of the resident staff and attending medical staff of the County to participate in the instructional phase of the Internship Program.

n. Permit the County's designated personnel to attend meetings of Fresno Pacific's faculty, or any committee thereof, to coordinate the Internship Program provided for under this Agreement.

2. FRESNO PACIFIC OBLIGATIONS:

a. Fresno Pacific shall provide the County with an annual description of the internship program, curriculum, and objectives to be achieved at the County as well as information regarding the need for orientation of new instructors at least one month prior to the beginning of the Internship Program. Fresno Pacific shall additionally provide the County with a list of names and phone numbers of instructor(s) and Interns.

b. Fresno Pacific shall require all Interns to abide by the policies of the County while using its facilities. Interns shall be expected to conduct themselves in a professional manner, wear appropriate attire, and their appearance shall conform to the accepted standards of the County.

c. Fresno Pacific shall prohibit the dissemination by any Intern of any documents acquired in connection with this Agreement without the approval of the County.

d. Fresno Pacific shall be responsible for the instruction and supervision of Interns unless otherwise specifically arranged.

e. Establish a rotational plan for the Internship Program by mutual agreement between the County's Nursing Division Manager and the Fresno Pacific's Coordinator or their duly authorized representative(s).

f. Supervise all instruction and clinical experience given at the County to the assigned Interns and provide the necessary instructors for the Internship Program provided for under this Agreement.

g. Keep all attendance and academic records of Interns participating in the Internship Program.

h. Certify to County at the time each Intern first reports at the County to participate in the Internship Program that said Intern will comply with the health plan for Interns.

i. Require Fresno Pacific's instructors to notify County in advance of:

2. Student schedules.
3. Placement of Interns in clinical assignments.
4. Changes in clinical assignments.

j. In consultation and coordination with County staff, arrange for periodic conferences between appropriate representatives of Fresno Pacific and County to evaluate the Internship Program of the program.

k. Provide and be responsible for the care and control of the Fresno Pacific's educational supplies, materials and equipment used for instruction during said program.

l. Distribute to each student, a statement which explains the hazards of drug abuse in the profession.

3. TERM:

This Agreement shall commence upon the signature of the Parties and shall terminate on June 30, 2023.

4. NO AGENCY:

In the performance of the services herein provided for, Fresno Pacific, its Interns shall be, and are independent contractors and are not agents or employees of the County.

5. INDEMNIFICATION:

a. Fresno Pacific agrees to indemnify, defend and hold harmless County and its board members, officials, employees and agents against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from Fresno Pacific's sole negligence, or in proportion to the University's comparative fault.

b. County agrees to indemnify, defend, and hold harmless Fresno Pacific and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from County's sole negligence, or in proportion to the County's comparative fault.

6. INSURANCE:

a. Fresno Pacific and each Intern shall obtain Commercial General Liability Insurance from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence and annual aggregate of Three Million Dollars (\$3,000,000) covering bodily injury, personal injury and property damage.

b. Fresno Pacific shall not employ any person under this Agreement, nor assign any Intern to work on County premises, without providing proof to the County that Fresno Pacific or the Intern has obtained worker's compensation insurance as required by law. This policy shall be endorsed to waive the insurer's subrogation rights against the County.

c. Each Intern and employee of Fresno Pacific who is participating in the clinical program at County facilities shall obtain their own professional liability insurance (errors and omissions) coverage in the amount of One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate.

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

e. Insurance shall not be reduced or canceled during the term of this Agreement. All insurance (except worker's compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the County of Kings, its elected officials, officers, employees, agents and volunteers as an additional insured and provides that coverage shall not be reduced or canceled without 30 days written prior notice to the County. If the endorsement or amendment does not reflect the limits of liability

provided by the policy of insurance, Fresno Pacific shall provide County a certificate of insurance reflecting those limits.

f. Fresno Pacific shall deliver to County's Administration an endorsement or amendment of all required policies of insurance as evidence of insurance protection prior to the commencement of any work under this Agreement.

7. CONFIDENTIALITY:

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

All information and records obtained in the course of providing services under this Agreement shall be confidential and Fresno Pacific shall comply and ensure Fresno Pacific's Interns comply with state and federal requirements regarding confidentiality of patient information (including but not limited to Civil Code Section 56 et seq., the Confidentiality of Medical Information Act, Title 45, Code of Federal Regulations, section 205.50 for MediCal eligible patients, and the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164). Fresno Pacific shall comply and ensure Interns comply with all applicable patients' rights regulations and statutes. This provision shall survive the termination, expiration or cancellation of this Agreement.

Attached to this Agreement as **Exhibit "A"** and incorporated by reference, is a Business Associate Agreement as required by the HIPPA.

8. TERMINATION:

Either party shall have the right to terminate this Agreement at any time by giving the other party sixty days prior written notice specifying the date of termination. However, any such termination by the County shall not be effective, at the election of Fresno Pacific, as to any student who at the date of mailing of said notice by the County was participating in the internship program until such student has completed the program for the then academic year. The County may terminate this Agreement immediately if Fresno Pacific fails to perform the covenants herein at the time and in the manner herein provided.

9. NOTICE:

Any notice to be given hereunder shall be written and given either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

County
County of Kings
Department of Public Health
Nichole Fisher, Nursing Division Manager
330 Campus Drive
Hanford, CA 93230

Fresno Pacific
Fresno Pacific University
Dr. Stacy Wise, Director of Nursing
5 River Park Place West, Suite 303
Fresno, CA 93720

WITH A COPY TO:
Fresno Pacific University
Robert Lippert, CFO
1717 S. Chestnut Avenue
Fresno, CA 93702

10. ASSIGNMENT:

Fresno Pacific shall not assign this Agreement, or any part thereof, without the prior written consent of the County.

11. RECORDS AND INSPECTIONS:

Fresno Pacific agrees to make available upon reasonable notice to the County, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this Agreement, for inspection, examination and copying at all reasonable times, at Fresno Pacific's place of business, or other mutually agreeable location in California. Fresno Pacific agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement.

12. CONFLICT OF INTEREST:

Fresno Pacific agrees that all reasonable efforts shall be taken to ensure that no conflict of interest exists between its officers, agents or employees in the performance required under this Agreement. Fresno Pacific shall prevent employees, consultants or

members of governing bodies from using their position 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.

13. NON-DISCRIMINATION:

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

14. USE OF COUNTY PROPERTY:

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

15. SEVERABILITY:

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

16. INTEGRATION:

This Agreement, including its Recitals and Exhibits, which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by the Parties other than those contained herein. This Agreement may be amended only by written instrument, signed by both the County and Fresno Pacific.

17. FORUM:

This Agreement shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from the Agreement shall be in the Superior Court of the State of California in Kings County, California.

18. COUNTERPARTS AND ELECTRONIC SIGNATURES

The Parties may execute this Agreement in one or more counterparts. All counterparts shall be construed together and shall constitute one agreement. The Parties

agree that the electronic signatures by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement.

19. ADA COMPLIANCE

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

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

21. COMPLIANCE WITH LAW

The Parties shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 *et seq.*

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Indemnification, Section 6 Insurance, Section 7 Confidentiality, and Section 11 Records.

23. NO THIRD PARTY BENEFICIARIES.

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

24. UNFORESEEN CIRCUMSTANCES

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

whether to amend, suspend, or terminate this Agreement.

25. AUTHORITY

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

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ARE ON FOLLOWING PAGE**

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

COUNTY OF KINGS

FRESNO PACIFIC UNIVERSITY

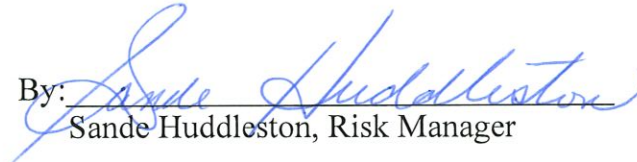
By: _____
Doug Verboon, Chair
Kings County Board of Supervisors

By:  _____
Robert Lippert, CFO
Fresno Pacific University


ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By:  _____
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By:  _____
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit "A": HIPPA Business Associate Agreement

Exhibit "B": Kings County ADA Grievance Procedures



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister/Duane Cooper

SUBJECT: ROADS EQUIPMENT PURCHASE

SUMMARY:

Overview:

The Road Division is requesting Sourcewell, a competitive purchasing agency, to purchase one (1) PB Loader from the Roads FY 2020-2021 budget. In the purchasing policy, any single acquisition above the \$100,000 in total must return to your Board for approval.

Recommendation:

Authorize the Fleet Superintendent to purchase equipment using Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium for one PB Loader.

Fiscal Impact:

The total cost of the equipment purchase being recommended is \$200,000. Funding for this purchase is included in the FY 2020-2021 Budget within Budget Unit 311000,

BACKGROUND:

Historically, the acquisition of equipment can be a long, drawn out process. Utilizing Sourcewell helps in expediting the bid process and allows for a competitive price. Sourcewell serves government, education, and nonprofit organizations with a cooperative purchasing program that manages solicitation requirements, and offers a network of awarded contracts. The County has utilized Sourcewell for a number of years and it complies with the County approved purchasing requirements. This staff report has been reviewed by the Purchasing Agent for compliance with the County’s purchasing requirements. Staff requests your Board approve the final step to move forward with the purchase of the PB Loader.

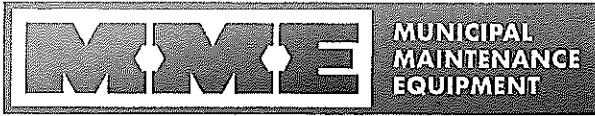
BOARD ACTION :

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.



CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

October 8, 2020

Kings County
1400 W. Lacey Blvd.
Hanford, CA 93230-5997

Tel: 559-852-4383
mel.laningham@co.kings.ca.us

Attention: Mel Laningham

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell program Contract No. 052417-PBL for one (1) PB Loader Model B-4 Asphalt Patcher mounted on a new 2021 Freightliner M2 106 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Shipping Point	\$182,579.00
	7.25% Estimated Sales Tax	<u>13,236.98</u>
	Sub-Total	\$195,815.98
	Estimated Freight to Hanford, CA and PDI	<u>2,500.00</u>
	Total	\$198,315.98

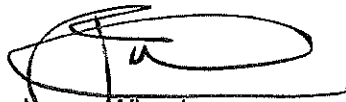
County's Purchase Order to be prepared and sent directly to the Sourcewell Contract

Holder: PB Loader Corporation 5778 W. Barstow, Fresno, CA 93722-5024
Tel: (559) 277-7370 Fax: (559) 277-7375 Toll Free: (800) 350-8521

- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the PB Loader products.
- Pricing includes delivery and on-site training.
- Normal delivery 240-270 days after receipt of chassis and body.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.


James Wheeler,
General Manager

Enclosure

4634 Mayhew Road
Sacramento, CA 95827
Office: 916-922-1101
Fax: 916-922-1034

4750 Caterpillar Road, #D
Redding, CA 96003
Office: 530-243-4856
Fax: 530-243-1447

1913 Nancita Circle
Placentia, CA 92870
Office: 714-528-8770
Fax: 714-528-8744

1930 W. Winton Avenue, #8
Hayward, CA 94545
Office: 510-670-0230
Fax: 510-670-9003

6230 Greyhound Lane, #K
Las Vegas, NV 89122
Office: 888-484-9968
Fax: 916-922-1034



**QUOTATION
NO. 10495R2**

KINGS COUNTY
1400 W LACEY BLVD
PURCHASING DIVISION
HANFORD, CA 93230-5997
SOURCEWELL MEMBER ID NO. 18867

DATE: 10/8/2020
TERMS: NET 30
F.O.B: FRESNO
MFG PRODUCT: SEE BELOW
INSTALL: SEE BELOW

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
PB LOADER CONTRACT NO. 052417-PBL SOURCEWELL CONTRACT - LISTED PRICES				
1	51534-00	PATCHER BOX & ACCESSORIES MODEL B-4 (4 CUBIC YARD CAPACITY) ABOVE MODEL EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, MODEL 316 SHOVELING APRON, NTEA CLASS 50 HOIST, HAND TORCH, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK		\$76,521.00
1	50555-00	LPG TANK 35 GAL W/ BRACKETS - IN LIEU OF 25GAL.		\$1,428.00
1	MODS-61	12" WORK PLATFORM/CATWALK WITH HAND RAILS AND LADDERS		\$2,379.00
1	7302-00	FRAME MNT CONE HOLDER (MALE)		\$298.00
4	2001-10	STAINLESS-STEEL SPRING ASPHALT LUTE HOLDER	\$130.00	\$520.00
1	7000-20	TOOL BASKET		\$592.00
1	50560-00	SOLVENT PUMP & WAND		\$750.00
LIGHTING & SAFETY EQUIPMENT				
2	695-240	WHELEN LED MICRONS MCRNSA	\$532.00	\$1,064.00
4	MODS-23	WHELEN MODEL L31HAF STROBE W/360BGB BRANCH GUARD	\$1,586.00	\$6,344.00
1	7600-16	ARROW BOARD W/ CONTR & BRKT - 10 LIGHT (LED)		\$1,358.00
1	MODS-38	ECCO K7000B BACKUP CAMERA SYSTEM (MONITOR + 1 CAM)		\$898.00
EMULSION SYSTEM & ACCESSORIES				
1	BH-153-21	PB MODEL BH-153-21 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 21 GAL. SOLVENT TANK, 132 GAL. EMULSION, WAND WITH 25' HOSE, AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK		\$11,706.00
1	6024-00	THERMOMETER 0-300		\$208.00
1	FRTLINR-01	SOURCEWELL-LISTED CHASSIS 2021 FREIGHTLINER M2 106 CHASSIS, 33,000 GVWR, SET BACK AXLE, AIR BRAKE SYSTEM, DD8 7.7L 280HP ENGINE, ALLISON 3000 SERIES TRANSMISSION WITH PTO PROVISION, LEAF SPRING SUSPENSION, 50 GALLON FUEL TANK, STEEL WHEELS, CAB PAINTED WHITE.		\$89,309.00
SUB TOTAL:				\$193,375.00
3% SOURCEWELL DISCOUNT:				(\$5,801.00)
NON LISTED ITEMS				
1	CUSTOM	ADD REBAR STEP ABOVE BURNER BOX		\$377.00
1	CUSTOM	UPGRADE TOOL BASKET WITH FOLD DOWN SIDE		\$449.00
1	CHASSIS	NON-LISTED CHASSIS DEDUCT TO CHANGE ABOVE CHASSIS TO 2021 FREIGHTLINER M2 106, 28,000 GVWR, CUM B6.7 250 HP ENGINE, ALLISON 2500 ROS AUTO TRANSMISSION W/ PTO PROVISION, TAPERLEAF SUSPENSION, 50 GAL. FUEL TANK, STEEL WHEELS, CAB PAINTED SCHOOL BUS YELLOW.		(\$5,821.00)
FREE SAMPLE				
10	12000-00	PHPM-50 (275 GAL TOTE) - PER GAL		
1	12010-00	BANANA SLIDE (5 GAL BUCKET) - PER GAL		
SUB TOTAL W/ DISCOUNT:				\$182,579.00
7.25% HANFORD SALES TAX:				\$13,236.98
FREIGHT & PDI:				\$2,500.00
TOTAL WITH FREIGHT:				\$198,315.98
NOTES:				
1. LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECEIPT OF CHASSIS AND BODY.				
2. PB LOADER REQUIRES A 105" CAB TO AXLE. REQUIREMENT MUST BE MUTUALLY AGREED UPON WITH PB LOADER PRIOR TO ORDERING THE CHASSIS. PB LOADER WILL NOT BE RESPONSIBLE FOR FRAME CHANGES DUE TO INSUFFICIENT CHASSIS FRAME SPACE.				
3. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER				
4. CHASSIS REQUIRES PTO AND AUXILIARY SWITCHES IN DASH.				
5. DELIVERY DATE FOR CHASSIS TO PB LOADER MUST BE MUTUALLY AGREED UPON				
Delivery times are approximate.				



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: AGREEMENTS WITH PG&E FOR THE GENERAL PETROLEUM
KETTLEMAN CITY UNDERGROUND UTILITY DISTRICT PROJECT

SUMMARY:

Overview:

On August 4, 2020, your Board approved a Resolution forming the General Petroleum Kettleman City Underground Utility District. It is necessary for your Board to approve several documents related to the work to be done as part of this project to place overhead utilities underground.

Recommendation:

- a. Approve the Letter of Streetlight Agreement;
- b. Approve the General Conditions Agreement to perform work pursuant to PG&E Electric Rule 20A – Replacement of Overhead with Underground Electric facilities;
- c. Approve the Agreement to perform Tariff Schedule Related Work – Rule 20A Electric Panel service conversion;
- d. Approve the Wheelchair Access Consideration acknowledgment; and
- e. Authorize the Director of Public Works to sign future documents related to this project.

Fiscal Impact:

This action will not impact the General Fund. Costs will be borne by the County’s Rule 20A credits with PG&E and local property owners, if necessary.

BACKGROUND:

The General Petroleum Kettleman City Underground Utility District project will provide for the conversion of overhead utilities to underground utilities on General Petroleum between 6th and 9th Streets. Various agreements need to be approved as the project proceeds.

(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

AGREEMENTS WITH PG&E FOR THE GENERAL PETROLEUM KETTLEMAN CITY UNDERGROUND UTILITY DISTRICT PROJECT

October 27, 2020

Page 2 of 2

The Letter of Streetlight Agreement acknowledges that the streetlights to be converted are PG&E owned under the LS1 rate schedule and that the lights will remain on wooden poles.

The General Conditions Agreement to Perform Work Pursuant to PG&E Electric Rule 20A – Replacement of Overhead With Underground Electric Facilities states the responsibilities of the County and PG&E for the conversion of overhead facilities to underground.

The Agreement to Perform Tariff Schedule Related Work – Rule 20A Electric Panel Service Conversion gives the responsibilities for PG&E and the County for the conversion of the electrical service panels.

The Wheelchair Access Consideration form acknowledges the importance of wheelchair access as part of this project. As your Board will recall, we completed a project that provided Americans with Disabilities Act compliant wheelchair ramps on this street segment. After consultation with PG&E, the appropriate box to check is the, “Decided to leave the boundary the same”.

These agreements and acknowledgements have been reviewed by County Counsel and approved as to form.

Letter of Streetlight Agreement

Dear valued customer,

As we approach the beginning of your Rule 20A project, one issue that you will need to address is your choice of the available streetlight options. The streetlights located within the Rule 20A project are currently PG&E owned (PG&E or community owned) and on Rate Schedule LS1 (LS1, LS2, LS3, streetlights OL1 outdoor lighting, TC1 traffic signals).

Rule 20A funding covers the costs of converting existing PG&E owned streetlight services on a one-for-one basis, but does not provide for the upgrading of facilities. Therefore, if the existing streetlights are on wood poles, the Rule 20A funding will cover the cost of providing an underground service and riser up the existing wood pole to the existing streetlight and the topping of the wood pole just above the streetlight.

You have the option under Rate Schedule LS1 (PG&E owned streetlights); to install new-galvanized steel streetlights that meet PG&E's standards or have PG&E install these new streetlights for you at your cost, in place of leaving the existing wood pole mounted streetlights. If you choose to have PG&E install these new streetlights standards the costs which you will be responsible for will include the installation and purchase of the new streetlight, replacement of any necessary landscaping, pavement and/or concrete and ITCC tax at a current rate of 34%. If you choose to install new streetlights that do not meet PG&E's standards, you may do so but PG&E will no longer own and maintain them.

If the existing streetlights are customer owned (rate schedule LS2 or LS3), you as the streetlight owner will be responsible for the cost to underground the streetlights. A portion of your streetlight undergrounding cost will include a share of the joint trenching costs (based on the conduit occupancy of the joint trench) and streetlight conduit installation costs should you choose to participate in the joint trench. When estimating begins we will provide you with an estimate of the approximate cost of this portion of your streetlight conversion costs for your budgeting purposes. You will also be responsible for any connection and removal costs associated with your customer owned streetlights. All of the provisions of customer owned streetlights also apply to traffic signals (rate schedule TC1) and outdoor lighting (rate schedule OL1).

Please note that the existing streetlights and supporting overhead electrical system cannot be removed prior to the new streetlights being installed and energized. If you are the streetlight owner or they are PG&E owned and you choose to perform the streetlight work yourself, then the new streetlights should be installed and ready to be energized prior to the completion of trenching. Streetlight standard leads times can be three to four months, so please coordinate your work to ensure the streetlights do not delay removal of the overhead system.



Please check the boxes below that represent how your community would like to proceed regarding streetlights.

- Streetlights will remain on existing wood poles.
- Install new galvanized steel streetlight poles at our expense.
- We choose to purchase and install our own new streetlights poles.
- We choose to participate in the joint trench installing our own streetlight conduit.
- We choose to participate in the joint trench, but would like PG&E to install our streetlight conduit.
- We choose not to participate in the joint trench, and instead will do our own trenching for streetlights.
- The current streetlights are in conflict with our road improvements and we would like PG&E to replace them on a one-for-one basis.

NOTE: LS1 = Owned & maintained by PG&E; LS2 = Customer owned & maintained or PG&E maintained; LS3 = Customer owned metered; OL1= Outdoor lighting private property; TC1 = Government owned metered traffic signals or signal lighting systems.

I request PG&E to proceed with the design of this project based on the above marked choices and understand I will have a chance to review the estimate prior to agreeing on any associated cost. If applicable, contracts will be executed based on the above decisions and associated cost.

City/County of: Kings County
Applicant

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Doug Verboon
(Print or Type Name)

Tamon Norimoto
(Print or Type Name)

Chairman, Board of Supervisors

R20A Program Manager

Title:

Title:

Mailing Address: Kings County Government Center
1400 W. Lacey Blvd
Hanford CA 93230

City/County of: Kings

Date: _____

Project Description: General Petroleum, from 6th to 9th



GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

PG&E Contract: _____
Contact #: _____

PROJECT NAME: General Petroleum Kettleman, Kings County R20A

LOCATION: General Petroleum between 6th street and 9th street, CALIFORNIA

City/County of Kings County (Governmental Body) has requested, and PACIFIC GAS AND ELECTRIC COMPANY (PG&E) has agreed to perform the replacement of overhead with underground electric facilities pursuant to Section A of PG&E's Electric Rule 20 Tariff (Electric Rule 20A), subject to the following General Conditions Agreement.

Rule 20A Tariff:

PG&E will, at its expense, replace its existing overhead electric facilities with underground electric facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to PG&E have been obtained by PG&E, consistent with Electric Rule 20A.

To ensure the success of this Electric Rule 20A project, Governmental Body and PG&E agree to the following terms. Any exceptions to these terms will require an advice filing with the California Public Utilities Commission (CPUC), with notice to the Governmental Body in accordance with General Order 96-B or any successor orders.

Responsibilities of the Governmental Body:

PG&E's Electric Rule 20A sets forth a program for replacing existing overhead electric facilities with underground electric facilities subject to certain requirements. In order to implement the Electric Rule 20A program as requested by the Governmental Body, the Governmental Body hereby agrees to:

- 1) Consult with PG&E to confirm the requirements of an Electric Rule 20A project and the location of the specific Electric Rule 20A project.
- 2) Hold public hearing(s) on the proposed Electric Rule 20A project in order to determine that the specific Electric Rule 20A project is in the general public interest.
- 3) Provide PG&E with a duly-adopted ordinance or resolution, as appropriate, creating an underground district in the area in which both the existing and new facilities are and will be located, requiring, among other things:
 - a) That all existing overhead communication and electric distribution facilities in such district shall be removed;
 - b) That each property served from such electric overhead facilities shall have installed in accordance with PG&E's rules for underground service, all electrical facility changes on the premises necessary to receive service from the underground facilities of PG&E as soon as it is available; and
 - c) Authorizing PG&E to discontinue its overhead electric service upon completion of the underground distribution system.
- 4) Acknowledge that wheelchair access is in the public interest and will be considered as a basis for defining the boundaries of projects that otherwise meet the criteria set forth in PG&E's Electric Rule 20A, Subsection 1(a).
- 5) Provide PG&E with a project boundary map and available drawings showing all known Governmental Body-owned facilities and known road improvements.
- 6) Identify property owners/persons responsible for the properties identified by PG&E as requiring easements. Make initial contact with the property owners/responsible persons, mail PG&E prepared easement documents, and coordinate meetings for the purpose of assisting PG&E with acquisition of necessary easements.

GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

- 7) Provide PG&E with the Governmental Body's published standard for trench restoration and backfill requirements prior to start of engineering for the project, and require joint trench participants to replace paving, landscaping, sidewalk, etc., in accordance with the Governmental Body's published standard for trench restoration and backfill requirements that is removed or damaged during construction.
- 8) Work cooperatively with PG&E to schedule undergrounding projects prior to paving projects or after the paving moratorium period. If the Governmental Body elects to construct the undergrounding project prior to the end of the paving moratorium period, restoration and backfill requirements shall not exceed the standards for non-moratorium streets, described in Section 7 above.
- 9) Prior to the start of the project design, elect how to address streetlights impacted within the project scope.
- 10) Prior to the start of the project design, provide a list of all recorded property owners (including APNs and addresses based on current tax assessor records).
- 11) By the end of the project design, disclose all intended permit conditions, fees, and cost details. If the Governmental Body is a joint trench participant, the Governmental Body will pay its share of the associated permit costs.
- 12) Provide PG&E with recent pot holing/core samplings and soils/paving information from other projects, if available.
- 13) Work cooperatively with PG&E to establish work hour restrictions for construction, including holiday and/or special construction limitations.
- 14) Survey, stake, and provide drawings to PG&E for any future known Governmental Body road improvement, grade changes, or viaduct projects known or planned within the project limits.
- 15) Work cooperatively with PG&E to identify a suitable construction yard for the Rule 20A project. If the Governmental Body is a joint trench participant, will pay its share of the associated construction yard costs.
- 16) Work cooperatively with PG&E concerning contaminated soils and cultural resources.
 - a) **Contaminated Soils.** In the circumstance where contamination may be a concern, PG&E's Electric Rule 20A funds will be used for core samples to design a project to avoid environmental issues. In the event contamination is encountered that triggers federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work in the affected area until all measures required by law have been completed by the Governmental Body or other party responsible for such contamination.
 - b) **Cultural Resources.** In the circumstance where cultural resources are encountered that trigger federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work and comply with the appropriate notification requirements.
- 17) **Electric Service Panel Conversion:** Governmental Body may choose to be the lead in the conversion of electric service panels to accept underground service. If so and stated in the ordinance or resolution, PG&E shall pay the Governmental Body up to the maximum amount allowed by the Electric Rule 20A Tariff per service entrance, excluding permit fees. If the panel conversions are performed by the property owner, the Governmental Body will coordinate the reimbursement of PG&E funds, to the property owner / responsible party, up to the maximum amount allowed by the Electric Rule 20A Tariff per service entrance, excluding permit fees.
- 18) **Subsurface Equipment:** Governmental Body may request that PG&E install electrical equipment subsurface. If PG&E agrees, then, the Governmental Body's Electric Rule 20A allocation shall be used for the additional costs necessary to complete the subsurface installation. The Governmental Body shall be responsible for paying the appropriate one-time maintenance charge. However, in the event that pad-mounted equipment cannot be installed due to field conditions, the Governmental Body will not be charged the one-time maintenance fee.

The one-time maintenance charge is calculated by multiplying the Estimated Special Facility Cost by a one-time Cost-of-Ownership factor which represents the present worth of estimated operations and maintenance expenses per dollar of facility cost. The Estimated Special Facility Cost will vary

GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

depending on the transformer size. The Estimated Special Facility Cost equals the Estimated Non-Standard Special Facility Cost minus the Estimated Standard Facility Cost. The one-time Cost-of-Ownership factor is: ((current monthly Cost-of-Ownership factor x 12 months) x (current Present Worth Factor)). The monthly Cost-of-Ownership factor is stated in Rule 2 of PG&E's tariff. For example, based on the monthly Cost-of-Ownership factor as of January 1, 2018, the one-time maintenance charge would be (((0.53% x 12) x (14.2)) x (Estimated Special Facility Cost)). This is for example purposes only and the formula factors may change over time.

Responsibilities of PG&E:

PG&E's Electric Rule 20A sets forth a program for replacing existing overhead electric facilities with underground electric facilities subject to certain requirements. In order to implement the Electric Rule 20A program as requested by the Governmental Body, PG&E hereby agrees to:

- 1) Consult with the Governmental Body to confirm the requirements of Electric Rule 20A, including but not limited to holding public hearings, adoption of an ordinance or resolution, and creation of a project boundary map.
- 2) Prepare a base map showing the following: boundary, roads, sidewalks, curbs, property lines, buildings, existing water and sewer, easements, and any other known utilities or obstacles.
- 3) Upon request of the Governmental Body, initiate project design sufficient to identify trench routes and obtain any necessary easements with the express understanding that if the underground district is subsequently delayed or cancelled, PG&E shall deduct all project-related expenses, including overheads, from the Governmental Body's Electric Rule 20A allocation. If the necessary easement(s) cannot be obtained, the Governmental Body may elect to change the project scope, request redesign of the project to avoid the need for the easement(s), or request that the project be postponed.
- 4) If PG&E is designated as the design/trench lead, PG&E shall prepare the intent drawings, composite drawings and joint trench cost agreement for joint trench construction (costs will be shared by all joint trench participants). If an entity other than PG&E is designated as the design/trench lead, PG&E shall provide electric design to the design/trench lead agency.
- 5) Disclose project impacts to the existing streetlight system.
- 6) If PG&E is designated as the joint trench lead, provide Governmental Body with traffic control plan for PG&E construction pursuant to the California Manual on Uniform Traffic Control Devices (MUTCD) as part of the permit process.
- 7) Identify all locations that require an easement(s) for PG&E, prepare all necessary easement related documents, and with the cooperation of the Governmental Body (as described in item 6 of "Responsibilities of Governmental Body" above), secure easements to the satisfaction of PG&E.
- 8) Once the design process begins, provide a project schedule and cost updates on a quarterly basis to the Governmental Body.
- 9) Provide proper notification to all affected customers when electrical outages are necessary to complete project conversion to the new underground system.
- 10) Remove poles, portions of poles, or tenant poles from the underground district as required by the Joint Pole Utility Agreement.
- 11) Provide inspection services for the installation of PG&E facilities.
- 12) Work cooperatively with the Governmental Body concerning contaminated soils and cultural resources.
 - a) Contaminated Soils. In the circumstance where contamination may be a concern, PG&E's Electric Rule 20A funds will be used for core samples to design a project to avoid environmental issues. In the event contamination is encountered that triggers federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work in the affected area until all measures required by law have been completed by the Governmental Body or other party responsible for such contamination.

GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

- b) Cultural Resources. In the circumstance where cultural resources are encountered that trigger federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work and comply with the appropriate notification requirements.
- 13) Electric Service Panel Conversion: Governmental Body may choose for PG&E to be the lead for the panel conversion. If so, then PG&E will convert the electric service panels to accept underground services. PG&E will have its selected contractor communicate to each property owner / responsible party the plan for the trench and panel locations and reach an agreement with the property owner / responsible party before proceeding with conversion. PG&E will be responsible for any work up to and including the meter. Any additional work needed by the property owner / responsible party will be at owner's / responsible party's costs. PG&E will require its selected contractor to abide by all Governmental Body's applicable laws and regulations.
- 14) Subsurface Equipment: Governmental Body may request that PG&E install equipment subsurface. If PG&E agrees, then the Governmental Body's Electric Rule 20A allocation shall be used for the additional installation costs necessary to complete the subsurface installation. The Governmental Body shall be responsible for paying the appropriate one-time maintenance charge. However, in the event that pad-mounted equipment cannot be installed due to space constraints, the Governmental Body will not be charged the one-time maintenance fee.

The one-time maintenance charge is calculated by multiplying the Estimated Special Facility Cost by a one-time Cost-of-Ownership factor which represents the present worth of estimated operations and maintenance expenses per dollar of facility cost. The Estimated Special Facility Cost will vary depending on the transformer size. The Estimated Special Facility Cost equals the Estimated Non-Standard Special Facility Cost minus the Estimated Standard Facility Cost. The one-time Cost-of-Ownership factor is: $((\text{current monthly Cost-of-Ownership factor} \times 12 \text{ months}) \times (\text{current Present Worth Factor}))$. The monthly Cost-of-Ownership factor is stated in Rule 2 of PG&E's tariff. For example, based on the monthly Cost-of-Ownership factor as of January 1, 2018, the one-time maintenance charge would be $((0.53\% \times 12) \times (14.2)) \times (\text{Estimated Special Facility Cost})$. This is for example purposes only and the formula factors may change over time.



**GENERAL CONDITIONS AGREEMENT TO
PERFORM WORK PURSUANT TO PG&E ELECTRIC
RULE 20A – REPLACEMENT OF OVERHEAD WITH
UNDERGROUND ELECTRIC FACILITIES**

I have read the above information and understand and agree with the provisions and responsibilities as described above. I understand that this agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. I hereby attest, under penalty of perjury, that I am authorized to enter into this agreement on behalf of the entity indicated below.

Executed this _____ day of _____ 20____

City/County of: Kings County
Governmental Body

PACIFIC GAS AND ELECTRIC COMPANY

Authorized by (Signature)

Authorized by (Signature)

Doug Verboon
Print Name

Tamon Norimoto
Print Name

Chairman, Board of Supervisors
Title

Rule 20A Program Manager
Title

Mailing Address



DISTRIBUTION

- Applicant (Original)
- Division (Original)
- Acctg. Services

REFERENCES

MLX#: _____
PM#: _____
Project Mgr.: _____

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK - RULE 20A ELECTRIC PANEL SERVICE CONVERSION

County of Kings (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

Electric Panel Service Conversion Program:

In order to expedite the completion of Rule 20A Projects, PG&E has offered to manage the electric service conversions, and pay for this work from the Applicant's allocation funds. The underground electric feed that replaces the existing overhead service will be installed in the most economical manner possible, as determined by PG&E. To ensure the success of this program, the Applicant agrees to support the Electric Panel Service Conversion Program as follows:

Responsibilities of the Applicant:

1. Provide accurate list of owner, parcel #, address, phone number.
2. Mail informational letters to all residents describing the program and their responsibilities.
 - a. PG&E will provide templates for these letters.
3. Obtain Right of Entry agreements from property owners prior to scheduling construction.
 - a. PG&E will provide the document for each property owner to complete and sign.
4. Provide a liaison for residents and property owners to contact with questions.
5. Waive permit fees.
6. Waive Inspection fees.
7. Facilitate a preliminary job walk with the liaison, building inspector and others.
 - a. Review PG&E's intended placement of new equipment required for conversions.
 - b. Clarify the inspection and permit requirements and timing, if necessary.
8. Provide information enabling the field crews to determine the location of property lines.
9. Disclose all special circumstances
 - a. For example: historic buildings, hazardous materials, environmental issues, burial grounds and other items that may affect the overhead-to-underground conversion.
10. Communicate with the property owners if additional work beyond the conversion will be required.
 - a. PG&E will pay for the work required to replace the existing overhead electric feed with a new underground feed only. The cost of any additional work required to bring the property up to current codes will be borne by others (property owner or Applicant).
 - b. The Applicant will communicate to the property owner all items that must be brought up to code in a timely manner, and all code issues will be managed by the Applicant.
11. Disclose work hours and days.



AGREEMENT TO PERFORM TARIFF SCHEDULED RELATED WORK - RULE 20A ELECTRIC PANEL SERVICE CONVERSION

- 12. Agree prior to construction regarding the required notifications to residents and property owners.
- 13. Failure to complete the above requirements may result in construction delays.

PROJECT NAME: General Petroleum Kettleman, Kings County R20A

LOCATION General Petroleum between 6th Street and 9th, CALIFORNIA

City: Kettleman City

Executed this _____ day of _____, 20__

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

Customer/Company

Doug Verboon
Authorized by (Print)

Signature

Chairman, Board of Supervisors
Title

Date

Tamon Norimoto
Authorized by (Print)

Signature

Rule 20A Program Manager
Title

Date

Mailing Address: Kings County Government Center
1400 W. Lacey Blvd
Hanford CA 93230

City/County of : Kings County



**Wheelchair Access Consideration
Rule 20A**

PROJECT NAME: General Petroleum Kettleman, Kings County

LOCATION: General Petroleum from 6th to 9th, CALIFORNIA

Applicant: Kings County

Electric Rule 20, Section A(1)(c) of the tariff reads as follows:

Acknowledged that wheelchair access is in the public interest and will be considered as a basis for defining the boundaries of projects that otherwise qualify for Rule 20A under the existing criteria set forth in Section A(1)(a) of the tariff.

This agreement is to document the communication regarding this section of the tariff and note the outcome.

Based on the information above:

- Decided to leave the boundary the same.
 - Allocations do not allow expansion of the boundary.
 - The wheelchair access will be part of the road improvement project.
 - Other/Comments
- Comments: _____
- Project boundary was expanded to accommodate wheelchair access.
- Comments: _____

Applicant:

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Doug Verboon
(Print or Type Name)

Kathy Pace
(Print or Type Name)

Chairman, Board of Supervisors

Rule 20A Program Liaison

Title:

Title:

_____ Date

_____ Date



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister/Mel Laningham
SUBJECT: FLEET VEHICLE PURCHASE COMPLETION WITHIN PURCHASING POLICY COMPLIANCE

SUMMARY:

Overview:

The Fleet Division is requesting Sourcewell, a competitive purchasing agency, to purchase four Dodge Chargers from the Fleet FY 2020-2021 budget. In the purchasing policy, any single acquisition above \$100,000 in total must return to your Board for approval.

Recommendation:

Authorize the Fleet Superintendent to purchase four (4) 2021 Dodge Chargers for the Probation Department using Sourcewell (formerly known as the National Joint Powers Alliance).

Fiscal Impact:

The total cost of this equipment purchase being recommended is \$115,000. Funding for this purchase is included in the FY 2020-2021 Budget within Budget Unit 925600.

BACKGROUND:

Historically, the acquisition of vehicles can be a long, drawn out process. Utilizing Sourcewell helps in expediting the bid process and allows for a competitive price. Sourcewell serves government, education, and nonprofit organizations with a cooperative purchasing program that manages solicitation requirements, and offers a network of awarded contracts. The County has utilized Sourcewell for a number of years and it complies with the County approved purchasing requirements. This staff report has been reviewed by the Purchasing Agent for compliance with the County's purchasing requirements. Staff requests your Board approve the final step to move forward with the purchase of the four 2021 Dodge Charger Patrols.

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.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

October 8, 2020

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

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

National Auto Fleet Group will sell, service and deliver at Hanford, new/unused 2021 Dodge Charger Pursuit Sedan V-8 RWD Probation Units responding to your requirement with the attached specifications for \$25,915.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One Unit MSRP	One Unit	Total Savings	4 Units	Total Savings
2021 Dodge Charger Pursuit V-8 RWD					
Probation	38,590.00	25,915.00	32.85%	103,660.00	50,700.00
Sub Total		25,915.00		103,660.00	
Sales Tax		1,878.84		7,515.35	
Transportation		329.00		1,316.00	
Tire Tax		8.75		35.00	
Total		28,131.59		112,526.35	

Delivery 90-120 days ARO

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

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



Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Vehicle: (Fleet) 2021 Dodge Charger (LDDE48) Police RWD (Complete)

Price Summary

PRICE SUMMARY

Base Price

Total Options

Vehicle Subtotal

Destination Charge

Grand Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11933, Data updated Sep 22, 2020 10:23:00 PM PDT

Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (Complete)

Selected Model and Options

MODEL

CODE	MODEL
LDDE48	2021 Dodge Charger Police RWD

COLORS

CODE	DESCRIPTION
PX8	Pitch Black Clearcoat

ENGINE

CODE	DESCRIPTION
EZH	Engine: 5.7L V8 HEMI MDS VVT (STD)

TRANSMISSION

CODE	DESCRIPTION
DFK	Transmission: 8-Speed Automatic (8HP70) (STD)

CPOS PKG

CODE	DESCRIPTION
26A	Quick Order Package 26A -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Automatic (8HP70)

TIRES

CODE	DESCRIPTION
TWW	Tires: P225/60R18 BSW Performance (STD)

PRIMARY PAINT

CODE	DESCRIPTION
PX8	Pitch Black Clearcoat

SEAT TYPE

CODE	DESCRIPTION
C8X9	Black, Heavy Duty Cloth Bucket & Rear Bench Seats

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
AWC	Fleet Safety Group -inc: Blind Spot Power Fold Pursuit Mirrors, Exterior Mirrors w/Heating Element, Blind Spot & Cross Path Detection

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Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
MDA	Front License Plate Bracket
LNK	LED Spot Lamps
LNK	Black Left Spot Lamp
LNA	Matching Right Spot Lamp
TBH	Full Spare Tire Relocation Bracket

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
CW6	Deactivate Rear Doors/Windows
GXQ	Additional Non-Key Alike Fobs -inc: 6 key fobs
CW7	Door/Window Activation Kit

Options Total

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Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (✔ Complete)

Standard Equipment

Mechanical

Engine: 5.7L V8 HEMI MDS VVT (STD)
Transmission: 8-Speed Automatic (8HP70) (STD)
50 State Emissions
Transmission w/AUTOSTICK Sequential Shift Control
Rear-Wheel Drive
2.62 Axle Ratio
Engine Oil Cooler
220 Amp Alternator
800CCA Maintenance-Free Battery w/Run Down Protection
Police/Fire
Gas-Pressurized Shock Absorbers
Rear Auto-Leveling Suspension
Front Anti-Roll Bar and Rear HD Anti-Roll Bar
HD Suspension
Electric Power-Assist Steering
18.5 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 7.5" Steel
Tires: P225/60R18 BSW Performance (STD)
Wheels w/Black Accents w/Chrome Hub Covers
Goodyear Brand Tires
Steel Spare Wheel
Full-Size Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Bumper
Black Side Windows Trim

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Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (✔ Complete)

Exterior

- Body-Colored Door Handles
- Power Side Mirrors w/Manual Folding
- Body Color Exterior Mirrors
- Fixed Rear Window w/Defroster
- Light Tinted Glass
- Speed Sensitive Variable Intermittent Wipers w/Heated Jets
- Galvanized Steel/Aluminum Panels
- Black Grille
- Trunk Rear Cargo Access
- Fully Automatic Projector Beam Halogen Daytime Running Headlamps w/Delay-Off
- Perimeter/Approach Lights
- LED Brake Lights
- Laminated Glass

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Uconnect External Memory Control
- Radio: Uconnect 4 w/7" Display
- Streaming Audio
- Window Grid Antenna
- 6 Boston Acoustics Speakers
- Uconnect w/Bluetooth Wireless Phone Connectivity
- 2 LCD Monitors In The Front

Interior

- Power 6-Way Driver Seat
- 8-Way Driver Seat -inc: Manual Recline
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Front Facing Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- Power Rear Windows
- Leather/Metal-Look Steering Wheel
- Front Cupholder

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Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (✔ Complete)

Interior

- Rear Cupholder
- Compass
- Proximity Key For Doors And Push Button Start
- Valet Function
- Power Fuel Flap Locking Type
- Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry and Panic Button
- Remote Releases -inc: Power Cargo Access and Power Fuel
- Cruise Control w/Steering Wheel Controls
- Dual Zone Front Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Illuminated Locking Glove Box
- Driver Foot Rest
- Full Cloth Headliner
- Vinyl Door Trim Insert
- Interior Trim -inc: Chrome Interior Accents
- Urethane Gear Shifter Material
- Heavy Duty Cloth Bucket & Rear Bench Seats
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
- Partial Floor Console, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
- Regular Dome Lighting
- Full Vinyl/Rubber Floor Covering
- Vinyl/Rubber Floor Trim
- Underhood And Cargo Space Lights
- Smart Device Integration
- FOB Controls -inc: Cargo Access
- Instrument Panel Bin, Driver / Passenger And Rear Door Bins
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Systems Monitor

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Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (Complete)

Interior

- Redundant Digital Speedometer
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Display
- Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
- Sentry Key Engine Immobilizer
- Air Filtration
- 1 12V DC Power Outlet

Safety-Mechanical

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- ParkSense Rear Parking Sensors
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Driver Knee Airbag
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- ParkView Back-Up Camera

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Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Dodge Charger (LDDE48) Police RWD

MSRP: \$35,555.00

Interior: Black, Heavy Duty Cloth Bucket & Rear Bench Seats

Exterior 1: Pitch Black Clearcoat

Exterior 2: No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT

Transmission: 8-Speed Automatic (8HP70)

OPTIONS

CODE	MODEL	MSRP
LDDE48	[Fleet] 2021 Dodge Charger (LDDE48) Police RWD	\$35,555.00
	OPTIONS	
26A	Quick Order Package 26A	\$0.00
AWC	Fleet Safety Group	\$350.00
C8X9	Black, Heavy Duty Cloth Bucket & Rear Bench Seats	\$0.00
CW6	Deactivated Rear Doors/Windows	\$75.00
CW7	Door/Window Activation Kit	\$100.00
DFK	Transmission: 8-Speed Automatic (8HP70)	\$0.00
EZH	Engine: 5.7L V8 HEMI MDS VVT	\$0.00
GXQ	Additional Non-Key Alike Fobs	\$150.00
LNA	Matching Right Spot Lamp	\$210.00
LNF	Black Left Spot Lamp	\$210.00
LNX	LED Spot Lamps	\$300.00
MDA	Front License Plate Bracket	\$0.00
PX8	Pitch Black Clearcoat	\$0.00
TBH	Full Spare Tire Relocation Bracket	\$145.00
TWW	Tires: P225/60R18 BSW Performance	\$0.00

SUBTOTAL	\$37,095.00
Adjustments Total	\$0.00
Destination Charge	\$1,495.00
TOTAL PRICE	\$38,590.00

FUEL ECONOMY

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Vehicle: [Fleet] 2021 Dodge Charger (LDDE48) Police RWD (✓ Complete)

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11933, Data updated Sep 22, 2020 10:23:00 PM PDT



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Sheriff's Office – David Robinson
SUBJECT: JAIL VIDEO STORAGE SERVER PURCHASE
SUMMARY:

Overview:

The Kings County Sheriff's Office requests to purchase five Video Storage Servers from Accurate Controls, Inc. to store video footage from the jail facility.

Recommendation:

- a. Authorize the purchase of five video storage servers for the jail facility; and
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the General Fund. The cost, not to exceed \$63,000, will be paid out of the Sheriff Detentions budget unit 223000, account 94000. Once the purchase is completed, revenue will be transferred in from the Jail COPS equipment fund 100804 to cover the entire cost of the upgrade.

BACKGROUND:

The Bosch Netapp system is the current Kings County Jail's DVR system for the facility. It maintains all the video recordings and playback recordings for the jail. This system is at the end of its life and the manufacture will not replace or warranty parts if it were to fail. This system is highly critical for a detentions facility to assist in investigations of crimes committed in custody or other facility related incidents. Bosch Netapp servers only have a three (3) year warranty and then can only be extended for another two (2) years total. After the five (5) year total Netapp will not support any servers. The facility has a few of these servers installed at the facility for video storage and they are expired or set to expire shortly. These servers will continue to work after the 5 years, but if any parts or support are needed Netapp will not provide this service. Accurate Controls will provide new storage servers for the jail facility to replace the Netapp storage servers that are End of Life. The new storage

(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

JAIL VIDEO STORAGE SERVER PURCHASE

October 27, 2020

Page 2 of 2

servers will come with a 3 year warranty as well as an additional 2 year extended warranty. After the 5 year warranty expires parts can be purchased from the manufacturer or from a third party supplier. To help keep costs down for the storage server replacements one of the scheduled maintenance visits will be used for travel, per diem, and onsite installation of the new servers. The programming time will be accounted for as part of the purchase.

The purchase has been reviewed by the Purchasing Manager and County Counsel.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff - Detentions	Capital Assets	100000	223000	94000	63,000
TOTAL						\$63,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff - Detentions	Revenue Transfer in	100000	223000	89000	63,000
TOTAL						\$63,000

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

Sheriff's Office will transfer in funds to cover actual cost of asset once purchase/installation are completed from Jail COPS Fund.

Dept. of Finance Approval _____ Department Head  _____

Administration Approval _____ Board Approval _____

BOS meeting date: _____



ACCURATE CONTROLS, INC.
SECURITY AUTOMATION SYSTEMS

**420 E. Oshkosh Street
Ripon, WI 54971
Phone: 920.748.6603
FAX: 920.748.9397**

Quotation #	200727KC
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Sold To: Kim Pedreiro Kings County Jail 1444 W Lacey Blvd Hanford, CA93230 Phone: 559-852-3211 Fax: 0 Email: kim.pedreiro@co.kings.ca.us	Date: 7/27/2020 Quoted By: Jeromy Dahlke
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Bosch Netapp servers only have a 3 year warranty and then can only be extended for another two years total. After the 5 year total Netapp will not support any servers. The facility has a few of these servers installed at the facility for video storage and they are expired or set to expire shortly. These servers will continue to work after the 5 years, but if any parts or support are needed Netapp will not provide this service. This is the reason for the quotation that Accurate Controls is sending you to provide new storage servers for the jail facility to replace the Netapp storage servers that are End of Life. The new storage servers will come with a 3 year warranty as well as an additional 2 year extended warranty. After the 5 year warranty expires parts can be purchase from the manufacturer or from a third party supplier. To help keep costs down for the storage server replacements one of the scheduled maintenance visits will be used for travel, per diem, and onsite installation of the new servers. Also the programming time will be accounted for as part of the contract. And the last part is that the facility will be utilizing the last two years of the contract parts replacement allotment to help offset the cost of the new servers.

Parts Description:	Quantity:	Unit Price:	Amount:
DIP-61F8-16HD Divar 6000 storage server	5	\$18,174.26	\$90,871.30
DIP-61F8SFH-Pos 12 months extended warranty	10	\$534.60	\$5,346.00
Programming time allotted per contract	32	\$0.00	\$0.00
Travel and Per diem if using a maintenance visit	1	\$0.00	\$0.00
Onsite installation if using a maintenance visit	1	\$0.00	\$0.00
0	0	\$0.00	\$0.00
Second and Third year of parts replacement per contract	1	\$0.00	-\$36,802.90
			\$59,414.40

Shipping & Handling:	\$1,188.29
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Total Quotation:	\$60,602.69
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Exceptions
All work to be completed on 1st shift, Monday thru Friday 7:00 am - 4:30 pm. excluding weekends and federally observed holidays. Some work may require the disruption of normal operations. No sales tax or overtime wages are included in this quotation. As a result of the SARS-CoV-2 coronavirus pandemic, Accurate Controls shall add to all new contracts and/or purchase orders the following clauses.
a. Accurate Controls, Inc. shall add a "force majeure" contract provision that relieves Accurate Controls, Inc. from performing our contractual obligations when certain unexpected, unanticipated circumstances beyond our control arise, making performance inadvisable, commercially impracticable, illegal, or impossible. Accurate Controls, Inc. wishes to negotiate clear, comprehensive and appropriate language to protect Accurate Controls, Inc. from a widespread epidemic, pandemic and/or public health emergency considering the threat posed by the current coronavirus outbreak.
b. Accurate Controls, Inc. may adjust the contract price to reflect the revised actual cost of the labor and materials. Accurate Controls, Inc. shall provide to prime contractor or Owner documentation supporting our claim for additional compensation. If there is an increase in the actual cost of labor or materials charged to Accurate Controls, Inc. in excess of 5% subsequent to signing contract or purchase order, the price set forth in said contract or purchase order shall be increased accordingly with a written change order or amendment.
c. Accurate Controls, Inc. shall submit production and labor schedule extensions to contractor or Owner in a timely fashion that result from changes to global supply chain and construction manufacturing that are out of our control.

Warranty:	1 year
------------------	--------

Accurate Controls, Inc. shall guarantee equipment to be free from defects during the warranty period. We shall send replacement parts for defective equipment in a timely fashion after diagnosis by our service department and receipt of a signed quotation or purchase order. If it is determined that the equipment to be replaced is defective, no invoice will be sent. ACI does not warranty equipment that is damaged due to negligence, acts of God or vandalism.

Respectfully:

Jeromy Dahlke

Director of Customer Service
jdahlke@accuratecontrols.com

Thank you for your business!

Please accept this signature as an approval of this quotation and an authorization to proceed.

PO#: _____

Authorized Signature

Date: _____

Print Name

Title

Quotation valid for 30 days, subject to change thereafter.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: SERVICE HANDGUN PURCHASE

SUMMARY:

Overview:

The Kings County Sheriff's Office is seeking authorization to allow the Detentions Deputy Association to purchase Detentions Deputy Michael McMahon's service handgun and authorize the Kings County Sheriff's Office to purchase another handgun as a replacement.

Recommendation:

- a. Authorize the Sheriff's Office to allow the Detentions Deputy Association to purchase Michael McMahon's service handgun; and
- b. Approve the purchase of a Glock model 22, .40 caliber handgun, as replacement; and
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The Detentions Deputy Association will pay replacement value of the handgun, estimated to be \$440. The Kings County Sheriff's Office will purchase a replacement weapons at a cost, not to exceed \$440, to be paid out of Budget Unit 223000.

BACKGROUND:

The Detentions Deputy Association is requesting to purchase a Glock, model 22, .40 caliber handgun from the Kings County Sheriff's Office. In turn, the Detentions Deputy Association will allow Michael McMahon to purchase his handgun upon his resignation from the Kings County Sheriff's Office. The Kings County Sheriff's Office is asking to purchase a new handgun to replace the handgun.

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.

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

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

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff-Detentions	Firearms	100000	223000	94009	440
TOTAL						440


Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff's-Detentions	Other Revenue	100000	223000	88025	440
TOTAL						440

(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: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)
 New appropriation for the purchase of a tractor for inmate programs. Actual final purchase amount to be reimbursed by the prison inmate welfare fund. Please create the appropriation but do not move the funds. The KCSO Fiscal staff will journal the funds into the general fund after the purchase has been completed & final purchase amount is determined.

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 October 27, 2020

SUBMITTED BY: Administration – Rebecca Campbell
Chemical Waste Management – Bob Henry

SUBJECT: KETTLEMAN HILLS WASTE FACILITY QUARTERLY REPORT

SUMMARY:

Overview:

Quarterly report of facility activities at the Kettleman Hills Hazardous Waste Facility. The report will be given by representatives from Chemical Waste Management, the company that operates the facility.

Recommendation:

Accept the report from Chemical Waste Management.

Fiscal Impact:

None.

BACKGROUND:

On December 22, 2009, the Kings County Board of Supervisors adopted Resolution No. 09-073, which authorized issuing Conditional Use Permit No. 05-10 for Chemical Waste Management, Incorporated (CWM) to operate the Kettleman Hills Hazardous Waste Facility. As part of the conditions of approval as cited in condition #B-4 of Resolution No. 09-073, "That the General Manager of the CWM Kettleman Hills Facility shall give quarterly rather than monthly reports to the Board of Supervisors, in person, concerning the monitoring program and any and all other work or activity at the site, including any and all information sent to all regulatory agencies." In accordance with these provisions, the General Manager will attend the meeting updating your Board on the previous quarter's activities. The Board also may, from time to time, require special reports concerning specific items or activities about which they are concerned in addition to the regular update.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Fire Department – William Lynch/Rick Levy
SUBJECT: OUT OF STATE TRAVEL FOR THE LUNA INCIDENT
SUMMARY:

Overview:

The Fire Department is seeking retroactive authorization for Fire Apparatus Engineer (FAE) Dolly Justin Silveira to respond to the Luna Incident located in the Carson National Forest in Taos, New Mexico. FAE Dolly Justin Silveira will be operating as an Incident Communications Manager.

Recommendation:

Authorize the retroactive out-of-state travel for Fire Apparatus Engineer Dolly Justin Silveira to respond to the Luna Incident located in the Carson National Forest in Taos, New Mexico.

Fiscal Impact:

There is no fiscal impact to the general fund. The estimated cost for travel and lodging is \$2,900. FAE Dolly Justin Silveira's travel and lodging expenses will be reimbursed in the future under the California Fire Assistance Agreement (CFAA).

BACKGROUND:

On October 19, 2020, the Kings County Fire Department received a single resource request for Fire Apparatus Engineer Dolly Justin Silveira to respond as an Incident Communications Manager to the Luna Incident located in the Carson National Forest near Taos, New Mexico. FAE Justin Silveira is an experienced Communications Manager, and has been requested by name on many State and Federal incidents. FAE Dolly Justin Silveira is assigned to the Luna Incident for 14 days, but the assignment may be extended to 21 days with the approval of the Fire Chief. In 2018, FAE Dolly Justin Silveira traveled out of state to assist with the Cougar Creek Fire in Entiat, Washington. Her experience with these incidents brings knowledge and information back to the Kings County Fire Department, which is incorporated into the department's local operations.

(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

OUT OF STATE TRAVEL FOR THE LUNA INCIDENT

October 27, 2020

Page 2 of 2

Due to the emergency nature of providing mutual aid to another jurisdiction, the Department was not able to submit a travel request before being dispatched to provide assistance; as a result, the Department is requesting retroactive approval of this out-of-state travel.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Department of Public Health – Edward Hill/Nancy Gerking

SUBJECT: NEW ALLOCATIONS FOR EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES ENHANCING DETECTION EMERGING ISSUES PROJECT

SUMMARY:

Overview:

The Healthcare Enactment Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases ELC Enhanced Funding Grant was approved by the Board of Supervisors on September 15, 2020. This grant has a total of ten full-time equivalent positions (10.0 FTE) allocated to this grant. These positions will enable the Kings County Department of Public Health to fulfill the objectives of the ELC Enhanced Funding Grant.

Recommendation:

Allocate 10.0 full time equivalent positions to the Department of Public Health Communicable Disease Clinic division, Budget Unit 411300:

- a. Allocate 1.0 FTE Program Manager;
- b. Allocate 1.0 FTE Fiscal Specialist I/II;
- c. Allocate 1.0 FTE Laboratory Assistant I/II/III;
- d. Allocate 1.0 FTE Medical Billing Clerk I/II;
- e. Allocate 1.0 FTE Office Assistant I/II;
- f. Allocate 3.0 FTE Health Educator;
- g. Allocate 2.0 FTE County Health Nurse I/II positions; and
- h. Adopt the budget change. (4/5 vote required)

(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

NEW ALLOCATIONS FOR EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES ENHANCING DETECTION EMERGING ISSUES PROJECT

October 27, 2020

Page 2 of 4

Fiscal Impact:

No impact to the General Fund associated with the recommended action. The total allocated amount for this multi-year grant, May 2020 – June 2022, is \$2,972,456. The amount of \$1,957,872 will be added to Fiscal Year 20-21 budget unit 411300.

BACKGROUND:

The Paycheck Protection Program and Healthcare Enhancement Act has provided \$10.25 billion to state, local and territorial health departments to support a broad range of areas as they pertain to the current COVID-19 pandemic. From this \$10.25 billion, the California Department of Public Health (CDPH) was allocated \$499 million. Using these funds, the California Department of Public Health (CDPH) has developed six strategies to address the COVID-19 pandemic and future infectious outbreaks. Kings County has been awarded funds in five of these six areas totaling \$2,972,456. These six strategies are as follows:

- Strategy 1: Expand the local and state public health workforce to address response needs across public health functions. Kings County has been allocated \$476,664.
- Strategy 2: Enhanced laboratory testing, including building high throughput capacity in California's public health laboratories as well as expanding partnerships to increase the reach of testing services. Proposals to include:
 - 1) Prioritization of testing in congregate settings including critical turn-around times
 - 2) Supporting equitable access to testing across populations and geographies through end to end mobile sample collection and testing solutions; and
 - 3) Supporting timely and accurate reporting of test results and integrating testing with contact tracing.

Kings County has been allocated \$500,000.

- Strategy 3: Modifications to California's CalREDIE disease reporting system. Kings County was not allocated any funding in this area.
- Strategy 4: Enhanced disease monitoring activities that will be carried out to identify disparities and track progress in reducing them over time. These enhanced activities will be specifically tailored to ensure visibility into disease trends in settings such as homeless populations, residential care facilities, facilities serving immigrants and migrant workers, and in community clinics located in communities with disproportionate disease burden experiencing the impact of systemic inequalities, including those due to structural racism. Kings County has been allocated \$330,957.
- Strategy 5: Support for the state of California's comprehensive contact tracing program, California Connected, which was developed in April 2020 that includes an academic training institute, statewide data management and communications platform to streamline and support COVID-19 contact tracing work by local health departments. Additional funding will expand its current activities by providing resources and tools that will support scaled-up contact tracing efforts at the local and State level. CDPH proposes providing funds to local public health departments and

Agenda Item

NEW ALLOCATIONS FOR EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES ENHANCING DETECTION EMERGING ISSUES PROJECT

October 27, 2020

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community-based organizations to scale-up a diverse case investigation and contact tracing staff that is representative of the local community and support for wrap around services to support populations who would be otherwise unable to safely isolate or quarantine. Kings County has been allocated \$1,229,611.

- Strategy 6: Under the state's Roadmap to Resilience, counties who wish to open sectors of the community at their own speed were required to submit a Variance Attestation which included engagement with skilled nursing facilities to reduce disease transmission in these facilities. CDPH
- Has expanded capacity within its Hospital Acquired Infection Program to provide additional technical assistance and training and has instituted several requirements for facilities around developing mitigation plans including baseline testing and aggressive approach for outbreak mitigation. CDPH proposes funding to support the addition of County Health Nurses with experience in Infection Prevention in each local health jurisdiction to expand the partnership with state public health facilities. Kings County has been allocated \$435,224.

Generally, these funds will be used for the following:

- Expand laboratory testing capacity for COVID-19, including the ability to conduct tests and manage and use laboratory related data. Testing will support diagnosis, contact tracing and surveillance. Testing will encompass high risk and underserved populations and will also include partnerships with public health academic, commercial and hospital laboratories, and community-based testing sites. The grant requires a testing plan that shows how grantees will meet testing targets.
- Enhanced epidemiological surveillance systems. These systems will support the COVID-19 response as well as build capacity for public health surveillance. These systems will support automated data transmissions between grantees, CDC, and other partners.
- Expanded case investigation, contact tracing, and implementation of prevention and containment measures. These measures will include special efforts for persons at high risk and for vulnerable populations. Funds are also to be used for resources to manage and coordinate the COVID-19 response.
- Engagement with local, community, academic and other partners. CDC encourages grantees to address local needs for COVID-19 response through this funding.

Collectively, the proposed activities build upon current investments and better prepare California to address COVID-19 response needs over the next 18-24 months and allow the state to prioritize and support local health departments to target resources for those most vulnerable to the impacts of the disease. Additionally, the expanded laboratory capacity and improvements to the epidemiological surveillance system made possible with these funds will enhance the ability and capacity for the Department of Public Health to respond to future

Agenda Item

NEW ALLOCATIONS FOR EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES ENHANCING DETECTION EMERGING ISSUES PROJECT

October 27, 2020

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communicable disease outbreaks and accomplish its mission of promoting and protecting the health and well-being of Kings County residents through education, prevention, and intervention.

The new position allocations, a total of 10.0 FTE, consists of: 1.0 FTE Program Manager, 1.0 FTE Fiscal Specialist I/II, 1.0 FTE Laboratory Assistant I/II/III, 1.0 FTE Medical Billing Clerk I/II, 1.0 FTE Office Assistant I/II, 3.0 FTE Health Educators, 2.0 FTE County Health Nurse I/II positions allocated to the Kings County Department of Public Health. The Data Analyst and the two (2) Epidemiologists will be contracted through Heluna Health. The total position cost for the contract with benefits is \$1,513,577. The employee cost for F/Y 2020-2021 with benefits is \$543,827.

The ELC Enhanced Grant award was previously approved by this Board of Supervisors on September 15, 2020. The position allocations were not specifically called out on that item.

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	Communicable Disease	Regular Employee	100000	411300/ 400800	91000	484,204
General	Communicable Disease	Retirement	100000	411300/ 400800	91005	101,583
General	Communicable Disease	Health Insurance	100000	411300/ 400800	91007	105,980
General	Communicable Disease	Mgmt Benefits-Life Ins	100000	411300/ 400800	91008	690
General	Communicable Disease	Unemployment	100000	411300/ 400800	91011	1,000
General	Communicable Disease	OASDI	100000	411300/ 400800	91012	37,044
General	Communicable Disease	Lab Supplies	100000	411300/ 400800	92026	157,400
General	Communicable Disease	Contractual Agreements	100000	411300/ 400800	92047	704,969
General	Communicable Disease	Rents Leases Software	100000	411300/ 400800	92058	83,108
General	Communicable Disease	Electronic Hardware	100000	411300/ 400800	92103	14,244
General	Communicable Disease	Admin Allocation	100000	411300/ 400800	93057	73,050
General	Communicable Disease	Lab Equipment	100000	411300/ 400800	94000	194,600
					TOTAL	1,957,872

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Communicable Disease	ELC Enhanced	100000	411300/ 400800	86044	1,957,872
					TOTAL	

(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: The California Department of Public Health (CDPH) is allocating \$2,972,456 to the Kings County Department of Public Health (KCDPH) for the term of May 18, 2020 to November 17, 2022. The total allocation of \$1,957,872 is budgeted for FY 2020-2021 and the remaining allocation of \$1,014,584 will be budgeted in FY 2021-2022.

Auditor Approval _____ Department Head _____

CAO Approval _____ Board Approval _____

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski
SUBJECT: FY 19-20 SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

SUMMARY:

Overview:

On August 25, 2020, your Board approved the project plans and specifications, and authorized advertisement of the Senate Bill-1 (SB-1) funded Kings County Roadway Improvement Project, which includes approximately 13 miles worth of roadway improvements throughout the County. On September 29, 2020, ten (10) bids were opened, all of which were considered responsive and responsible. The low bid in the amount of \$2,939,913 was submitted by Granite Construction Company, Inc.

Recommendation:

- a) Award the construction contract to Granite Construction Company, Inc. as the apparent low bidder for the Senate Bill-1 funded Kings County Roadway Improvement Project; and
- b) Authorize the Chairman to sign the construction agreement; and
- c) Authorize the Public Works Director to approve additional costs up to ten percent of the contract amount.

Fiscal Impact:

This project will not impact the General Fund as construction is fully funded with SB-1 transportation revenues. The construction estimate is \$2,939,913 as shown in the Adopted Fiscal Year 2020-2021 Budget, in Budget Unit 311000, Account 82223135 (Supplies & Materials).

BACKGROUND:

SB-1 was a transportation investment to rebuild California by providing funding to repair streets, highways, and bridges in communities across the State. Kings County has received a significant influx of new revenue to

(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

SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

October 27, 2020

Page 2 of 2

invest in the local road system from SB-1, which was enacted on April 28, 2017. This measure was in response to California's significant funding shortfall to maintain the State's multimodal transportation network. SB-1 provides for inflationary adjustments so that the purchasing power of the revenue does not diminish as it has in the past. The bill prioritizes funding towards maintenance, rehabilitation, and safety improvements on State highways, local streets and roads, and bridges to improve trade corridors, transit, and active transportation facilities. Other eligible uses include traffic signals and drainage improvements. County roads will also be eligible to compete for additional funding for active transportation and congested corridor projects.

The ten (10) bids were as follows:

1. Granite Construction Company, Inc.	\$2,939,912.95
2. Don Berry Construction	\$3,054,821.72
3. Cal Valley Construction	\$3,077,108.24
4. AJ Excavation	\$3,217,051.00
5. Avison Construction	\$3,246,329.00
6. Bush Engineering	\$3,383,767.40
7. Dave Christian Construction Company	\$3,462,167.88
8. Papich Construction Company, Inc.	\$3,499,000.00
9. Teichert Construction	\$3,519,824.00
10. Agee Construction Company	\$3,808,134.79

The construction agreement has been reviewed and approved to form by County Counsel, and was approved by your Board as part of the project specifications on August 25, 2020.

Attachment A lists the proposed roadway improvement projects.

***** NOTICE OF AWARD *****

Granite Construction Company
2716 Granite Court
Fresno, CA 93706

AWARD DATE: October 27, 2020

PROJECT DESCRIPTION: SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

The County of Kings has considered the BID submitted by you for the above described PROJECT in response to its Notice to Contractors and Instruction to Bidders.

You are hereby notified that your BID has been accepted for a total amount of \$2,939,912.95.

You are required by the Bid Proposal to execute the Agreement and furnish the required documents including the Contractor's Performance Bond, Payment Bond, Maintenance Bond, and Certificates of Insurance AND BEGIN WORK within ten (10) working days from the date of this Notice to you.

In furnishing the above documents, be advised that they must conform to the requirements set forth on the attached sheet titled "SPECIAL REQUIREMENTS."

If you fail to execute said Agreement and to furnish said Bonds within the required ten (10) working days, the County will be entitled to consider all your rights arising out of the County's acceptance of your BID to be abandoned and will declare a forfeiture of your BID BOND. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the County.

Dated this 27th day of OCTOBER, 2020.

County of Kings, California

By: _____
Dominic Tyburski, P.E.
Chief Engineer
County of Kings Department of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____, this, the ____ day
of _____ 2020.

By: _____



Title:

SPECIAL REQUIREMENTS

1. Required Performance, Payment and Maintenance Bonds: The Performance, Payment and Maintenance Bonds shall be in the form prescribed and included in the Agreement. Bonds on any other form will not be accepted.
2. Insurance Certificate Cancellation Clause: The Insurance Certificate cancellation language shall read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, THE COUNTY OF KINGS."
3. Insurance Certificate Additional Insured: The Insurance Certificates shall contain a statement to the effect that the Certificated Holder is named Additional Insured and provide all necessary endorsement.
4. The original, or certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so for and in behalf of the Owner.
5. A *certified copy* of the certificate of authority of the insurer issued by the California Insurance Commissioner. Contact Magnolia.Gutierrez@insurance.ca.gov, California Department of Insurance, Corporate Affairs Bureau, 45 Fremont Street, 24th Floor, San Francisco, CA 94105, (415) 538-4082.
6. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officer's certificate as defined in Corporations Code section 173.



Attachment A
FY19-20 SB-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

<#>	ROAD SEGMENT	TREATMENT	LOCATION	W=FT	MILES	TON
1	Kansas Ave.	Hot Mix Asphalt Concrete	13 th Avenue to 14 th Avenue	22	1.00	1,590
2	Kansas Ave.	Hot Mix Asphalt Concrete	12 th Avenue to 13 th Avenue	22	1.00	1,510
3	Flint Ave.	Hot Mix Asphalt Concrete	11 th Avenue to 12 th Avenue	22	1.00	1,568
4	Flint Ave.	Hot Mix Asphalt Concrete	12 th Avenue to 13 th Avenue	22	1.00	1,617
5	Excelsior Ave.	Hot Mix Asphalt Concrete	4 th Avenue to 6 th Avenue	24	2.00	3,473
6	14th Ave.	Hot Mix Asphalt Concrete	Houston Ave. to Jackson Ave.	24	3.00	5,171
7	Houston Ave.	Hot Mix Asphalt Concrete	12 th Avenue to 14 th Avenue	24	2.00	3,673
8	Grangeville Blvd.	Hot Mix Asphalt Concrete	2 nd Avenue to 6 th Avenue	22	4.00	6,450
9	Laurel Ave/Main	Hot Mix Asphalt Concrete	Empire Street to SR41	22	0.66	1,978
10	Empire Street	Hot Mix Asphalt Concrete	6 th Street to Lansing Avenue	36	0.75	2,015
Total Hot Mix Asphalt Concrete Overlay					16.41	29,045

<#>	ROAD SEGMENT	TREATMENT	LOCATION	W=FT	MILES	SY
1	6th Street	Type III MicroSurfacing Seal	Empire Street to 20 1/2 Ave.	28	0.25	4,107
2	5th Street	Type III MicroSurfacing Seal	Empire Street to Railroad Street	33	0.22	4,259
3	4th Street	Type III MicroSurfacing Seal	Empire Street to Railroad Street	32	0.22	4,130
4	Cross Street	Type III MicroSurfacing Seal	5th Street to 2nd Street	34	0.30	5,984
5	3rd Street	Type III MicroSurfacing Seal	Empire Street to Railroad Street	32	0.22	4,130
Total Type III MicroSurfacing Seals					1.21	22,610



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: SENATE BILL 1383 SHORT-LIVED CLIMATE POLLUTANT COALITION EFFORTS

SUMMARY:

Overview:

Senate Bill 1383 (SB) will have a dramatic impact on solid waste collection and processing in Kings County. Agencies throughout the State are working to form a grassroots coalition to advocate for changes to SB 1383 and the proposed implementation guidelines and regulations. It would be in the best interest of Kings County to join in efforts with similarly impacted local agencies to promote changes that will benefit all.

Recommendation:

- a. Authorize the County to join the proposed Senate Bill 1383 Coalition; and**
- b. Authorize the Public Works Director, with consent of the County Administrative Officer and County Counsel, to send letters to CalRecycle and any related State/local organizations regarding the impacts of SB 1383 on Kings County and suggesting modifications to state law, regulations and policy related to solid waste collection, recycling and processing.**

Fiscal Impact:

This action will have no affect on the General Fund since membership in the coalition has no cost. In the event this changes, or funds are requested for membership or related costs, Public Works will bring this to your Board for consideration.

BACKGROUND:

Implementation of SB 1383 will have a major impact to the County. A preliminary review of the draft regulations indicate we will have to:

- Provide for organic collection services to all residents and businesses
- Establish edible food recovery programs
- Conduct education and outreach to communities

(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

SENATE BILL 1383 SHORT-LIVED CLIMATE POLLUTANT COALITION EFFORTS

October 27, 2020

Page 2 of 2

- Procure recyclable and recovered organic products
- Secure access to recycling and edible food recovery capacity
- Monitor compliance and conduct enforcement

Over the last year or so, the draft guidelines from CalRecycle have been undergoing revisions. While the changes may not be substantial, this going back and forth between state agencies responsible for publishing the guidelines has prevented the release of certain tools designed to aid local agencies in implementing SB 1383 until recently. CalRecycle is resistant to requesting the legislature to push back implementation deadlines to compensate for these delays, as well as impacts to local agencies and businesses due to the COVID 19 pandemic.

A grassroots coalition of local jurisdiction and solid waste groups is being formed in an attempt to work with CalRecycle on the implementation of SB 1383 regulations. Entities involved include the Solid Waste Association of North America, the California Resource Recovery Association, and various local governments in San Diego and Imperial Counties. The goals of this coalition are summarized as follows:

- Amend the implementation timeline to reflect the reduced capacity of local jurisdictions and the fact that regulations have not been adopted.
- Support statewide funding for increased organics recycling infrastructure and local implementation efforts.
- Streamline unnecessary permitting hurdles.
- Provide additional education and outreach to affected jurisdictions
- Complete sample ordinances and other regulatory tools currently in development as soon as possible to give local government's better direction on how to roll out these programs ahead of the regulatory deadlines (CalRecycle has released these documents).
- Offer additional tools for compliance with procurement requirements in the bill.

To further complicate this issue, Measure G, the initiative passed in 1996, prohibits the County from "arranging for solid waste collection, from selecting waste haulers for the collection of solid waste, and from requiring mandatory collection of solid waste from within the unincorporated territory of Kings County". How we can meet the mandates of SB1383 under the confines of Measure G will be a challenge.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Elections Department- Lupe Villa

SUBJECT: NOVEMBER 3, 2020 GENERAL ELECTION UPDATE

SUMMARY:

Overview:

The Registrar of Voters will give the Board an update on all activities related to the upcoming November 3, 2020 General Election.

Recommendation:

Receive an update on the November 3, 2020 General Election.

Fiscal Impact:

None.

BACKGROUND:

The General Election is coming up on November 3, 2020. The Registrar of Voters will provide an update on all activities related to the upcoming election. This update will cover issues related to the upcoming election including, but not limited to, training, poll workers, polling locations, drop boxes, safety measures, and ballots.

BOARD ACTION:

APPROVED AS PRESENTED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Human Services Agency – Sanja Bugay/Antoinette Gonzales

SUBJECT: APPOINTMENT OF REAL ESTATE BROKER SERVICES FOR THE PURCHASE OF THE STARDUST MOTEL FOR USE AS A PROJECT HOMEKEY SITE

SUMMARY:

Overview:

The Human Services Agency (HSA) was notified by the State that on October 9, 2020, the County was approved for a reservation of funds for its Coronavirus Disease 2019 (COVID-19) Project Homekey proposal. This proposal involves the purchase, renovation, and use of the property located at 8595 Lacey Blvd. in Hanford, California, i.e., the Stardust Motel, for permanent housing of individuals experiencing homelessness or at risk of homelessness. In order to purchase the Stardust Motel, the HSA requests the Board’s approval to engage the real estate broker services of Motel Hotel Specialist Inc. to work with the County’s Negotiator and negotiate on the County’s behalf, as well as prepare the required documentation to purchase the Stardust Motel. To meet the State’s deadline, the purchase must be completed by December 2, 2020.

Recommendation:

- a. Authorize Sanja Bugay, as the County’s Negotiator, to engage real estate broker services from Motel Hotel Specialist Inc. to assist with the negotiation and purchase of the Stardust Motel on the County’s behalf;
- b. Authorize the County’s Negotiator to sign all documentation necessary to execute the purchase of the Stardust Motel by December 2, 2020 on the County’s behalf; and
- c. Approve Motel Hotel Specialist Inc.’s commission rate of five percent (5%) of the final purchase price as compensation for their services.

(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

APPOINTMENT OF REAL ESTATE BROKER SERVICES FOR THE PURCHASE OF THE STARDUST MOTEL FOR USE AS A PROJECT HOMEKEY SITE

October 27, 2020

Page 2 of 3

Fiscal Impact:

The cost of the purchase of the Stardust will be reimbursed by the State as part of the County's award of funds, up to the appraised value of the property. Upon purchase of Stardust motel, payment for the real estate broker's services will come from State funds.

BACKGROUND:

To combat the rise of COVID-19 throughout the State, the Legislature allocated a portion of its Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to house homeless people who were at risk of contracting and spreading the virus. A Notice of Funding Opportunity was issued and the HSA submitted an application for funding on behalf of the County on August 8, 2020. In the application, although the County was the lead agency, the County partnered with two (2) private entities, UP Holdings, LLC, dba UP HOLDINGS California LLC and RH Community Builders. The partnership was critical to the application for funding for the Stardust Motel project as RH Community Builders had already entered into an agreement to purchase the subject property, which the County required to demonstrate the necessary site control over the selected location.

On October 9, 2020, after being initially wait-listed for an award of funds, the HSA received notification from the State that it now had a reservation of funds, subject to the County being able to complete the purchase and close escrow on the Stardust Motel by December 2, 2020.

The HSA subsequently notified its partners of the reservation of funds, only to learn that both entities were withdrawing from the project due to insufficient resources to work on this project as well as other ongoing projects. This has resulted in the County needing to immediately initiate and conclude negotiations with the owner of the Stardust Motel, Mr. Suryakant Patel, to meet the State's deadline.

On October 20, 2020, the Board of Supervisors approved appointing the Human Services Director, Sanja Bugay, to act as the County's Negotiator to negotiate the purchase of the Stardust Motel located at 8595 Lacey Boulevard in Hanford, CA and seek real estate broker services to assist with this purchase. After interviewing several potential brokers, the HSA Director selected the services of Roger M. Story, department of real estate license #1103060, broker with Motel Hotel Specialist Inc. Mr. Story is a commercial/agriculture investment broker with 50 years experience, has broad experience in Motel/Hotel brokerage, and has consulted with neighboring counties on similar projects.

The HSA is requesting Board approval to engage Motel Hotel Specialist, Inc. to provide real estate broker services to manage all needed documentation required to execute the purchase of the Stardust Motel. Additionally, HSA requests Board approval for the HSA Director, Sanja Bugay, as the County's Negotiator, to sign all documentation necessary to execute the purchase of Stardust Motel, and approval of the Brokers commission of five (5%) percent of the ultimate purchase price as compensation for Motel Hotel Specialist, Inc.'s services.

Agenda Item

APPOINTMENT OF REAL ESTATE BROKER SERVICES FOR THE PURCHASE OF THE STARDUST MOTEL FOR USE AS A PROJECT HOMEKEY SITE

October 27, 2020

Page 3 of 3

While the partnerships for this Homekey project are proposed to change, the structure of the project would remain as initially presented to the Board. The County would procure the property utilizing the Homekey application funds and transfer the ownership to a new partner to own and operate the property, initially as transitional housing and in partnership with the County to convert it to ultimate use of permanent housing for the target population. The deed would restrict the use of the property for 55 years as required by the Homekey application.

The Kings Community Action Organization (KCAO) is planning to partner with the County to become the owner and operator of the property. The County is planning to secure additional contractors (developers) and partner with KCAO for conversion of the property to its ultimate use of permanent housing.

County Counsel has reviewed and approved this agreement as to form.



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer Seller Landlord Tenant _____ Date _____
County of Kings

Buyer Seller Landlord Tenant _____ Date _____

Agent Motel Hotel Specialists, Inc. DRE Lic. # 01103060
Real Estate Broker (Firm)

By _____ DRE Lic. # 02074534 Date _____
(Salesperson or Broker-Associate, if any) Joshua Mettee



CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16. Reprinted on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/18 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§12900-12996, 12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. OTHER FAIR HOUSING LAWS: Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ County of Kings Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

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BUYER REPRESENTATION AGREEMENT - EXCLUSIVE
(C.A.R. Form BRE, Revised 12/18)

1. **EXCLUSIVE RIGHT TO REPRESENT:** _____ County of Kings _____ (“Buyer”) grants _____ Motel Hotel Specialists, Inc. _____ (“Broker”) beginning on (date) October 22, 2020 and ending at: (i) 11:59 P.M. on (date) December 2, 2020, or (ii) completion of a resulting transaction, whichever occurs first (“Representation Period”), the exclusive and irrevocable right, on the terms specified in this Agreement, to represent Buyer in acquiring real property or a manufactured home as follows:

A. PROPERTY TO BE ACQUIRED:

(1) Any purchase, lease or other acquisition of any real property or manufactured home described as Location: _____ Other: _____ Price range: \$ _____ to \$ _____

OR (2) The following specified properties only: Stardust Motel, Hanford CA and two vacant lots next to Stardust Motel.
OR (3) Only the properties identified on the attached list.

- B. Broker agrees to exercise due diligence and reasonable efforts to fulfill the following authorizations and obligations.
- C. Broker will perform its obligations under this Agreement through the individual signing for Broker below or another real estate licensee assigned by Broker, who is either Broker individually or an associate-licensee (an individual licensed as a real estate salesperson or Broker who works under Broker's real estate license). Buyer agrees that Broker's duties are limited by the terms of this Agreement, including those limitations set forth in paragraphs 5 and 6.

2. **AGENCY RELATIONSHIPS:**

A. **DISCLOSURE:** Unless the property is 5 or more residential dwelling units, Buyer acknowledges receipt of the “Disclosure Regarding Real Estate Agency Relationships” (C.A.R. Form AD) prior to entering into this Agreement.

B. **BUYER REPRESENTATION:** Broker will represent, as described in this Agreement, Buyer in any resulting transaction.

C. (1) **POSSIBLE DUAL AGENCY WITH SELLER:** (C(1) APPLIES UNLESS C(2)(i) or (ii) is checked below.) Depending on the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Buyer and a seller, exchange party, or one or more additional parties (“Seller”). Broker shall, as soon as practicable, disclose to Buyer any election to act as a dual agent representing both Buyer and Seller. If Buyer is shown property listed with Broker, Buyer consents to Broker becoming a dual agent representing both Buyer and Seller with respect to those properties. In event of dual agency, Buyer agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

OR (2) **SINGLE AGENCY ONLY:** (APPLIES ONLY IF (i) or (ii) is checked below.)

(i) **Broker's firm lists properties for sale:** Buyer understands that this election will prevent Broker from showing Buyer those properties that are listed with Broker's firm or from representing Buyer in connection with those properties. Buyer's acquisition of a property listed with Broker's firm shall not affect Broker's right to be compensated under paragraph 3. In any resulting transaction in which Seller's property is not listed with Broker's firm, Broker will be the exclusive agent of Buyer and not a dual agent also representing Seller.

OR (ii) **Broker's firm DOES NOT list property:** Entire brokerage firm only represents buyers and does not list property. In any resulting transaction, Broker will be the exclusive agent of Buyer and not a dual agent also representing Seller.

D. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may, through Broker, consider, make offers on or acquire the same or similar properties as those Buyer is seeking to acquire. Buyer consents to Broker's representation of such other potential buyers before, during and after the Representation Period, or any extension thereof.

E. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

F. **CONFIRMATION:** Unless the property is for 5 or more residential dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Buyer's execution of a Property Contract (as defined below).

3. **COMPENSATION TO BROKER:**

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker).

Buyer agrees to pay to Broker, irrespective of agency relationship(s), as follows:

A. AMOUNT OF COMPENSATION: (Check (1), (2) or (3). Check only one.)

- OR (1) 5.000% percent of the acquisition price AND \$ _____
- OR (2) \$ _____
- OR (3) Pursuant to the compensation schedule attached as an addendum _____

Broker Initials (____) (____)

Buyer's Initials (____) (____)

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BRE REVISED 12/18 (PAGE 1 OF 4)

BUYER REPRESENTATION AGREEMENT - EXCLUSIVE (BRE PAGE 1 OF 4)

Buyer: County of Kings

Date: _____

B. COMPENSATION PAYMENTS AND CREDITS: Buyer is responsible for payment of compensation provided for in this Agreement. **However, if anyone other than Buyer compensates Broker for services covered by this Agreement, that amount shall be credited toward Buyer's obligation to pay compensation.** If the amount of compensation Broker receives from anyone other than Buyer exceeds Buyer's obligation, the excess amount shall be disclosed to Buyer and if allowed by law paid to Broker, or credited to Buyer, or other _____.

C. BROKER RIGHT TO COMPENSATION: Broker shall be entitled to the compensation provided for in paragraph 3A:

(1) If during the Representation Period, or any extension thereof, Buyer enters into an agreement to acquire property described in paragraph 1A, on terms acceptable to Buyer provided Seller completes the transaction or is prevented from doing so by Buyer. (Broker shall be entitled to compensation whether any escrow resulting from such agreement closes during or after the expiration of the Representation Period.)

(2) If, within 0 calendar days after expiration of the Representation Period or any extension thereof, Buyer enters into an agreement to acquire property described in paragraph 1A, which property Broker introduced to Buyer, or for which Broker acted on Buyer's behalf. The obligation to pay compensation pursuant to this paragraph shall arise only if, prior to or within 3 (or _____) calendar days after expiration of this Agreement or any extension thereof, Broker gives Buyer a written notice of those properties which Broker introduced to Buyer, or for which Broker acted on Buyer's behalf.

D. TIMING OF COMPENSATION: Compensation is payable:

(1) Upon completion of any resulting transaction, and if an escrow is used, through escrow.

(2) If acquisition is prevented by default of Buyer, upon Buyer's default.

(3) If acquisition is prevented by a party to the transaction other than Buyer, when Buyer collects damages by suit, settlement or otherwise. Compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in paragraph 3A, after first deducting the unreimbursed payments, credits and expenses of collection, if any.

E. Buyer hereby irrevocably assigns to Broker the compensation provided for in paragraph 3A from Buyer's funds and proceeds in escrow. Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding property involving Buyer and a seller or other transferor.

F. "BUYER" includes any person or entity, other than Broker, related to Buyer or who in any manner acts on Buyer's behalf to acquire property described in paragraph 1A.

G. (1) Buyer has not previously entered into a representation agreement with another broker regarding property described in paragraph 1A, unless specified as follows (name other broker here): _____.

(2) Buyer warrants that Buyer has no obligation to pay compensation to any other broker regarding property described in paragraph 1A, unless Buyer acquires the following property(ies): _____.

(3) If Buyer acquires a property specified in G(2) above during the time Buyer is obligated to compensate another broker, Broker is neither: (i) entitled to compensation under this Agreement, nor (ii) obligated to represent Buyer in such transaction.

4. INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer acknowledges and agrees that: (i) properties presented to them may have been marketed through a "virtual tour" on the Internet, permitting potential buyers to view properties over the Internet, or that the properties may have been the subject of comments or opinions of value by others on Internet blogs or other social media sites; (ii) neither the service provider(s) nor Broker has control over who will obtain access to such services or what action such persons might take; and (iii) Broker has no control over how long the information concerning the properties will be available on the Internet or social media sites.

5. BROKER AUTHORIZATIONS AND OBLIGATIONS:

A. Buyer authorizes Broker to: (i) locate and present selected properties to Buyer, present offers authorized by Buyer, and assist Buyer in negotiating for acceptance of such offers; (ii) assist Buyer with the financing process, including obtaining loan pre-qualification; (iii) upon request, provide Buyer with a list of professionals or vendors who perform the services described in the attached Buyer's Inspection Advisory; (iv) order reports, and schedule and attend meetings and appointments with professionals chosen by Buyer; (v) provide guidance to help Buyer with the acquisition of property; and (vi) obtain a credit report on Buyer.

B. For property transactions of which Broker is aware and not precluded from participating in by Buyer, Broker shall provide and review forms to create a property contract ("Property Contract") for the acquisition of a specific property ("Property"). With respect to such Property, Broker shall: (i) if the Property contains residential property with one to four dwelling units, conduct a reasonably competent and diligent on-site visual inspection of the accessible areas of the Property (excluding any common areas), and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this inspection; (ii) deliver or communicate to Buyer any disclosures, materials or information received by, in the personal possession of or personally known to the individual signing for Broker below during the Representation Period; and (iii) facilitate the escrow process, including assisting Buyer in negotiating with Seller. Unless otherwise specified in writing, any information provided through Broker in the course of representing Buyer has not been and will not be verified by Broker. Broker's services are performed in compliance with federal, state and local anti-discrimination laws.

Broker Initials (_____) (_____)

Buyer's Initials (_____) (_____)



6. SCOPE OF BROKER DUTY:

- A. While Broker will perform the duties described in paragraph 6B, Broker recommends that Buyer select other professionals, as described in the attached Buyer's Inspection Advisory, to investigate the Property through inspections, investigations, tests, surveys, reports, studies and other available information ("Inspections") during the transaction. Buyer agrees that these inspections, to the extent they exceed the obligations described in paragraph 6B, are not within the scope of Broker's agency duties. Broker informs Buyer that it is in Buyer's best interest to obtain such Inspections.
- B. Buyer acknowledges and agrees that Broker: **(i)** does not decide what price Buyer should pay or Seller should accept; **(ii)** does not guarantee the condition of the Property; **(iii)** does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** does not have an obligation to conduct an inspection of common areas or offsite areas of the Property; **(v)** shall not be responsible for identifying defects on the Property, in common areas or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** shall not be responsible for inspecting public records or permits concerning the title or use of the Property; **(vii)** shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer agrees to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. Broker owes no duty to inspect for common environmental hazards, earthquake weaknesses, or geologic and seismic hazards. If Buyer receives the booklets titled "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "The Homeowner's Guide to Earthquake Safety," or "The Commercial Property Owner's Guide to Earthquake Safety," the booklets are deemed adequate to inform Buyer regarding the information contained in the booklets and, other than as specified in 6B above, Broker is not required to provide Buyer with additional information about the matters described in the booklets.

7. BUYER OBLIGATIONS:

- A. Buyer agrees to timely view and consider properties selected by Broker and to negotiate in good faith to acquire a property. Buyer further agrees to act in good faith toward the completion of any Property Contract entered into in furtherance of this Agreement. Within **5** (or _____) **calendar days** from the execution of this Agreement, Buyer shall provide relevant personal and financial information to Broker to assure Buyer's ability to acquire property described in paragraph 1. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire property described in paragraph 1, then Broker may cancel this Agreement in writing. Buyer has an affirmative duty to take steps to protect him/herself, including discovery of the legal, practical and technical implications of discovered or disclosed facts, and investigation of information and facts which are known to Buyer or are within the diligent attention and observation of Buyer. Buyer is obligated, and agrees, to read all documents provided to Buyer. Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced in the attached Buyer's Inspection Advisory.
- B. Buyer shall notify Broker in writing (C.A.R. Form BMI) of any material issue to Buyer, such as, but not limited to, Buyer requests for information on, or concerns regarding, any particular area of interest or importance to Buyer ("Material Issues").
- C. **Buyer agrees to: (i) indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, costs and attorney fees arising from any incorrect information supplied by Buyer, or from any Material Issues that Buyer fails to disclose in writing to Broker; and (ii) pay for reports, inspections and meetings arranged by Broker on Buyer's behalf.**
- D. Buyer is advised to read the attached Buyer's Inspection Advisory for a list of items and other concerns that typically warrant inspections or investigation by Buyer or other professionals.

8. OTHER TERMS AND CONDITIONS: The following disclosures or addenda are attached:

- A. Buyer's Inspection Advisory (C.A.R. Form BIA-B)
- B. Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- C. _____
- D. _____

9. ATTORNEY FEES: In any action, proceeding or arbitration between Buyer and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Buyer or Broker shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 11A.

10. ENTIRE AGREEMENT: All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any copy, whether by copier, facsimile, NCR or electronic, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Broker Initials (_____) (_____)

Buyer's Initials (_____) (_____)



Buyer: County of Kings Date: _____

11. DISPUTE RESOLUTION:

- A. MEDIATION:** Buyer and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay commission under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. Exclusions from the mediation agreement are specified in paragraph 11B.
- B. MEDIATION TERMS:** The following matters are excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provisions.
- C. ADVISORY:** If Buyer and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

Buyer _____ County of Kings Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Buyer _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) Motel Hotel Specialists, Inc. DRE License # 01103060

By (Agent) _____ Joshua Mettee DRE License # 02074534 Date _____

Address 7621 N Del Mar Ave #102 City Fresno State CA Zip 93711

Telephone (559)313-7742 Fax _____ E-mail jbmettee@gmail.com

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BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address _____ Intentionally left blank

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer _____ Buyer _____
County of Kings

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant _____ Date _____

County of Kings

Buyer/Seller/Landlord/Tenant _____ Date _____

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 27, 2020

SUBMITTED BY: Administration – Rebecca Campbell
Department of Public Health – Edward Hill

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 State's roadmap for modifying the statewide order and take action as necessary.

Fiscal Impact:

The County is tracking costs and revenue losses related to the emergency.

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public
(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 2019 COUNTY UPDATE

October 27, 2020

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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 14 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 roadmap for modifying the statewide 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 October 27, 2020

SUBMITTED BY: County Counsel – Lee Burdick
District Attorney – Keith Fagundes

SUBJECT: STUDY SESSION – ASSEMBLY BILL 571: CONTRIBUTION LIMITS ON
CAMPAIGN FINANCES

SUMMARY:

Overview:

The Political Reform Act of 1974 (the “Act”) currently limits campaign contributions exceeding \$3000 per election to a candidate for an elected State offices. The Act also authorizes, but does not require, counties, cities, and districts to limit campaign contributions in local elections. Commencing January 1, 2021, Assembly Bill No. 571 will extend the State’s \$3000 limit on campaign contributions per election, and will prohibit such a candidate from accepting a contribution, unless the local jurisdiction enacts its own, different campaign contribution limit(s).

Recommendation:

Receive information on Assembly Bill 571: Contribution Limits on Campaign Finances.

Fiscal Impact:

None.

BACKGROUND:

Under the Political Reform Act of 1974 (“Act”) limits contributions in State elections – other than for statewide elections – to \$3,000 per candidate per election. The Fair Political Practices Commission (“FPPC”) is allowed to adjust that amount in January of every odd-numbered year. Currently, the Act authorizes a county, city, or district to set its own limits on campaign contributions in local elections.

(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

STUDY SESSION – ASSEMBLY BILL 571: CONTRIBUTION LIMITS ON CAMPAIGN FINANCES

October 27, 2020

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In considering AB 571, the Legislature found that most counties and cities in this State have not independently imposed limitations on contributions to candidates for elective offices. As a consequence, in those counties and cities, candidates for elective offices often receive contributions that would exceed the limitations for a State

Senate campaign, even though most counties and cities contain far fewer people than the average State Senate district. In some cases, where counties and cities have not established such limitations, candidates for elective offices in those jurisdictions sometimes raise 40 percent (40%) or more of their total campaign funds from a single contributor. The Legislature then concluded that a system allowing unlimited contributions to a candidate for elective county or city office creates the risk and the perception that elected officials in those jurisdictions are beholden to their contributors and will act in the best interest of those contributors at the expense of the people.

Assembly Bill 571 (“AB 571”), which becomes effective on January 1, 2021, extends the State limitation of \$3000 per election to local jurisdictional elections unless the local jurisdiction has adopted its own campaign contribution limits. AB 571 also limits the amount that one political campaign can contribute to another political campaign to the \$3000 per election. Further, AB 571 made a violation of the contribution limitation punishable as a misdemeanor and subject to other specified penalties.

The purpose of the study session is to make the Board aware that the State campaign contribution limitation will be extended to local elections beginning January 1, 2021, unless the County imposes different limitations, and to allow for discussion of whether the County should impose its own campaign contribution limitations for local elections as allowed under AB 571.