

Board Members

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



Staff

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

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, January 12, 2021
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. On December 3, 2020, the State announced a regional Stay-at-Home order to slow the spread of COVID-19. In response to the State's additional restrictions, and for the protection of the public's health, the Board of Supervisors will convene their public meetings via video and teleconference as detailed below, and will close its Board Chambers to the public until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers.

Members of the public who wish to observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/eBG786jZMwA> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to either bosquestions@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230

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 January 5, 2021 regular meeting.



IV. CONSENT CALENDAR

A. Agriculture Department:

Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Noxious Weed Program.

V. REGULAR AGENDA ITEMS

A. Department of Public Health – Edward Hill/Clarissa Ravelo

Consider approving Amendment III to Region 5 IMPACT Hub Partnership Agreement retroactive from July 1, 2020 to June 30, 2021.

**B. Administration – Rebecca Campbell/Domingo Cruz
Public Works – Dominic Tyburski**

Consider approving the plans and specifications, and authorize advertising the Senate Bill 81 Round Two Juvenile Center remodel project on January 12, 2021.

**C. Administration – Rebecca Campbell
County Counsel – Lee Burdick**

Consider approving the permanent assignment of 150 acre-feet of State Water Project water currently allocated under the Agreement Between the County of Kings and Sandridge Partners for the Acquisition and Management of SWP Entitlement, Agreement No. 05-069 (dated June 28, 2005) from Sandridge to the Kings County Community Services District.

D. Administration – Rebecca Campbell/Domingo Cruz

1. Consider appointing one member to the Kings County Water Commission.
2. Consider appointing two members to the San Joaquin Valley Unified Air Pollution Control District Citizens Advisory Committee.
3. Consider appointing five members to the Kings Early Education Planning Council.
4. Consider approving the 2021 Board and Committee Assignments.
5. Consider approving the Five-Year Impact Fee Report prepared by David Taussig and Associates, Inc. to continue collecting the fees at the building permit stage of development.

**E. 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. Consider an amendment to the face-covering policy to match the new employee COVID-19 protocols.

VI. 10:00 AM PUBLIC HEARING

A. Community Development Agency – Greg Gatzka

1. a. Hold a public hearing regarding proposed Ordinance No. 668-2-20 to consider proposed Ordinance No. 668-2-20 addressing the Jackson Ranch Specific Plan; and
- b. Consider introducing and waiving the first reading of the Ordinance.



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. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING

IX. ADJOURNMENT

The January 19, 2021 meeting has been cancelled due to the observance of Martin Luther King, Jr. Day. The next regularly scheduled meeting will be held on Tuesday, January 26, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

January 19	-	Regular Meeting Cancelled due to observance of Martin Luther King Jr. Day on January 18, 2021
January 26	9:00 AM	Regular Meeting
February 2	9:00 AM	Regular Meeting
February 9	9:00 AM	Regular Meeting
February 16	-	Regular Meeting Cancelled due to observance of President's Day on February 15, 2021
February 23	9:00 AM	Regular Meeting
March 2	9:00 AM	Regular Meeting
March 9	9:00 AM	Regular Meeting

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

Board Members

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



Staff

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

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, January 5, 2021
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>

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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 – Keith Fagundes – Kings County District Attorney
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

- II. OATHS OF OFFICE**
Administer oath of office to re-elected Kings County Supervisor District 5- Richard Fagundes by the Honorable Judge Shane Burns. Supervisor Valle will host a facebook live swearing in at 12:00 p.m. in Corcoran where Cocoran City Councilmember/Mayor Pat Nolen will administer the oath.
INFORMATION ONLY – NOA



III. BOARD REORGANIZATION

Clerk of the Board/Chairman of the Board

- A. The Office of Chairman of the Board of Supervisors is declared vacant and a call for nominations is made.

On a motion by Supervisor Verboon, seconded by Supervisor Fagundes, the Board Elected Supervisor Pedersen as Chairman for 2021 and closed the nominations. (JN, DV, CP, RF-Aye, RV-Abstain)

- B. The Office of Vice-Chairman of the Board of Supervisors is declared vacant and a call for nominations is made.

On a motion by Supervisor Fagundes, seconded by Supervisor Verboon, the Board Elected Supervisor Neves as Vice Chairman for 2021 and closed the nominations. (JN, RV, DV, RF, CP-Aye)

IV. 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.

Keith Fagundes, Kings County District Attorney stated that the District Attorney's Office staff was able to collect over 100 blankets and deliver them for the residents of Valley Christian Home and thanked everyone who donated for this event.

V. APPROVAL OF MINUTES

- A. Approval of the minutes from the December 22, 2020 regular meeting.

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

VI. CONSENT CALENDAR

- A. **Human Services Agency:**

1. Consider:
 - a. Adopting a Resolution for Transitional Housing Program; and **[Reso 20-001]**
 - b. Authorizing the Human Services Agency Director, to sign the Allocation Acceptance Application for the Transitional Housing Program; and
 - c. Adopting the budget change. **(4/5 vote required)**

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

VII. REGULAR AGENDA ITEMS

- A. **Administration – Rebecca Campbell/Kyria Martinez**

County Counsel – Lee Burdick/Diane Freeman

1. Consider:
 - a. Approving the three-year Lease renewal with the Kings County Water District
 - b. Authorizing County Counsel to sign for the water transfer of 40 acres of water stock in People's Ditch Company for water years 2020-2021, 2021-2022 and 2022-2023 in compliance with the Lease terms.

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



B. Finance Department – James Erb/Alda Silva

1. Consider:
 - a. Approving the “Request to Sell Tax-Defaulted Property Subject to the Power of Sale” at a public internet auction and the “Authorization and Report of Sales,” which lists the properties; and
 - b. Authorizing the Assistant Finance Director to reduce the minimum bid price if no bids are received during the initial auction; and
 - c. Approving the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with notification to parties of interest.
2. Consider:
 - a. Approving the, “Request to Sell Tax-Defaulted Property Subject to the Power of Sale” at a Sealed Bid Sale and the “Authorization and Report of Sales” which lists the properties; and
 - b. Authorizing the Tax Collector to reduce the minimum bid price if no bids are received, and approve the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with notification to parties of interest.

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

C. Administration – Rebecca Campbell/Domingo Cruz

Consider waiving the second reading of Ordinance #520.23, Master Fee Ordinance and adopting the Ordinance. **[ORD 520.23]**

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

D. Administration – Rebecca Campbell

Department of Public Health – Edward Hill

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.

The Board received an update and took no reportable action today.

VIII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Verboon wished everyone a Happy New Year and thanked the Board members and staff for working with him during his time as Chairman for 2020.

Supervisor Fagundes thanked the Board members and staff for all their help and wished everyone a Happy New Year. He stated that the Board has had to overcome some difficulties and thanked the Department Heads for all their hard work during these difficult times.

Supervisor Valle congratulated Supervisor Fagundes for his swearing in on his 4th term and thanked the Clerks of the Board for assisting him to get his program together for his swearing in at 12:00 p.m. today on Facebook live from his mothers home in Corcoran. He thanked Pat Nolen, Corcoran City Councilmember/Mayor for agreeing to complete his swearing in today.

Supervisor Neves stated that the new Kings Area Public Transit Agency transit center has completed phase 1 and wished everyone a Happy New Year.



Supervisor Pedersen congratulated Supervisor Neves on being elected as Vice-Chairman for 2021 and thanked all staff for this past challenging year and stated that as Chairman he is looking forward to working with everyone and stated that his door is always open.

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received a notice regarding a proposed regulatory action relative to amending sections 360 and 363, and adding section 708.19, title 14, CA Code of Regulations, relating to mammal hunting regulations from the Department of Fish & Game.**
- ◆ **Upcoming Events: Rebecca Campbell stated that Richard Valle will host a swearing in ceremony at 12:00 p.m. on Facebook live.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated that the following items would be on a future agenda: Administration – COVID-19 update, Administration – Public Hearing – County Road Commissioner, Administration – 5 year impact fee report, Administration – SB 81 round two juvenile center remodel project – plans, specifications, and advertising, Administration – Proposed Board Committee Assignments, Administration/County Counsel – Resolution – transfer water to KC Community Services District, Agricultural Commissioner/Sealer – Noxious Weeds, Community Development Agency – First reading for development code text change no. 668.16, and change of zone district boundaries no. 20-01, Public Health/First 5 – Regional Impact Hub Agreement, Administration – BSCC Coronavirus supplemental funding grant for technical upgrades in the jail.**

IX. CLOSED SESSION

- ◆ **Litigation formally initiated.** The title is: *Leprino Foods Company v. County of Kings, et al. Kings County Superior Court Case No. 20C0159* [Govt. Code Section 54956.9(d)(1)]
- ◆ **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
 - Firefighters’ Association
 - General – CLOCEA
 - Probation Officers Association
 - Prosecutors Association
 - Supervisors – CLOCEA
 - Deputy Sheriff’s Association
 - Unrepresented Management

REPORT OUT: Lee Burdick, County Counsel stated that she did not anticipate any reportable action being taken in closed session today.

X. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, January 12, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS		
January 12	9:00 AM	Regular Meeting
January 19	-	Regular Meeting Cancelled due to observance of Martin Luther King Jr. Day on January 18, 2021
January 26	9:00 AM	Regular Meeting

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

**This item was added to the amended agenda.*



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 12, 2021

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY'S NOXIOUS WEED PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will conduct surveys of noxious weeds in the County and provide control activities.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Noxious Weed Program.

Fiscal Impact:

Revenues of \$32,000 for this program will be included in the Fiscal Year 2021-2022 Proposed Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

BACKGROUND:

The Agricultural Commissioner-Sealer, through cooperative agreement 20-0974-000-SA with the California Department of Food and Agriculture (CDFA), will conduct surveys for noxious weeds in the County, focusing on Alligator Weed, an aquatic weed found in rivers, irrigation ditches, and ponding basins in the eastern part of the County. If noxious weeds are found, control activities will take place. The agreement provides for the purchase of herbicides and personal protective equipment. It also provides for the reimbursement of staff time conducting noxious weed activities. This program protects agriculture and Kings County by preventing obstruction of the water conveyance and flood control systems in the County. The term of this agreement is January 15, 2021 through June 30, 2022.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

20-0974-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: January 15, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$32,000.00

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

Exhibit A: Recipient and Project Information 1 Page

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

Exhibit C: Payment and Budget Provisions 1 Page

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF KINGS

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
 The Recipients work will pertain to control and eradication of noxious and invasive weeds from being established in California and supports local and regional eradication of high priority noxious and invasive weeds as defined in the Food and Agricultural Code Section 7271, 7272 through 7272.5.

Project Title: 2021 Noxious Weed Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	David Kratville	Name:	Jimmy Hook
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230-5923
Phone:	916-201-2588	Phone:	559-852-2830
Email Address:	david.kratville@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Jennifer Gordon	Name:	
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	
Address:	2800 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-262-1102	Phone:	
Email Address:	jennifer.gordon@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

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

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

This award does does not support R&D.

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Agreement Execution**

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**

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

4. **Governing Law**

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

5. **State and Federal Law**

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

6. **Recipient Commitments**

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

7. **Performance and Assurances**

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

8. **Mutual Liability**

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

9. **Property Damage**

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.

10. **Unenforceable Provision**

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

11. **Contractors/Consultants**

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

12. Non-Discrimination Clause

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

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

13. Excise Tax

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

14. Disputes

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

15. Right to Terminate

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

16. Termination for Cause

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

17. Force Majeure

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

18. Suspension of Payments

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

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

19. Breach Provisions

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

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

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

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

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

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

20. Publicity and Acknowledgement

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

21. News Releases/Public Conferences

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

22. Scope of Work and Budget Changes

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

23. Reporting Requirements

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

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, Sections 303, 311, 324.1 and 324.2.

25. Closeout

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

26. Confidential and Public Records

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

27. Amendments

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

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

PROJECT APPLICATION
KINGS COUNTY AGRICULTURAL COMMISSIONER
 680 N. CAMPUS DR. SUITE B
 HANFORD, CALIFORNIA 93230

I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

- Increase the profitability and value of crop land and rangeland
- Decrease the costs of roadside, park, and waterway maintenance
- Reduce the fire hazard and fire control costs in the state
- Protect the biodiversity of native ecosystems
- Maintain the recreational and aesthetic value of open space, recreational, and public areas
- Increase water supply and flow

Project Activities (check all that apply):

- Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
- Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
- Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
- Abatement of noxious weed infestations on land vital to the success of the program

II. Project Plan

Weed Species to be Controlled

1. Alligator Weed (*Alternanthera philoxeroides*). Approximately 80 different crops are grown in Kings County and these crops rely heavily on rivers, creeks, canals, ditches and water basins to provide the irrigation water needed for production. Keeping these water conveyances and storage areas free from aquatic weeds is vital in assuring irrigation water is delivered efficiently to crops within the county, as well as to provide effective flood control. Alligator weed, if left unchecked, will impact the delivery of water to crops and reduce the effectiveness of the county's flood control systems. This weed is currently our number one priority.
2. Giant Reed (*Arundo donax*) – This weed also impacts the delivery of water to crops and reduces the effectiveness of the county's flood control system. It also suppresses native vegetation which degrades wildlife habitat. This weed is present in local ditches and canals, as well as the Kings River.
3. All other Noxious Weeds in Kings County.

Methodology:

1. Alligator Weed - The Kings County Agricultural Commissioner will conduct early detection surveys in areas of the county where historic detections of Alligator Weed have been documented, as well as the areas immediately adjacent (See attached map of 2019 detections – 2020 survey is on going). Surveys will be carried out using pickups, all-terrain vehicles (ATVs), and by walking smaller, inaccessible locations. Surveys will take place June through October and all detections identified and logged using hand-held GPS units. The data will then be imported into ARC GIS software to be recorded electronically, as well as maps produced to provide a historical record.
2. Giant Reed – Detection surveys to take place, as above.
3. Other Noxious Weeds - Kings County's weed maps have not been updated for many years. No electronic data is available for the county's noxious weed locations, with the exception of Alligator Weed. Maps are hand-drawn and general in location. We would begin to update our

maps with using GPS coordinates by surveying the county, beginning with a few specific species such as Salt Cedar (*Tamarix ramosissima*), Russian Knapweed (*Acrotilon repens*), and Giant Reed (*Arundo donax*). ~~Surveys will be carried out using pickups, all terrain vehicles (ATVs), and by walking smaller, inaccessible locations.~~ Surveys will take place throughout the year and all detections identified and logged using hand-held GPS units. The data will then be imported into ARC GIS software to be recorded electronically, as well as maps produced to provide a historical record.

Location(s):

1. Alligator weed – Eastern portion of the county. A map of the area of Kings County to be concentrated on is included.
2. Giant Reed – Entire county.
3. Other Noxious Weeds – Entire county.

Weed Removal/Control Techniques(s):

1. Alligator Weed - All sites detected will be treated and/or mechanically removed (excavated). The aquatic herbicides to be used are glyphosate-based products and Reward (diquat). Larger plants or areas found may be removed after treatment by the water district managing the water system through use of their excavation equipment. Smaller or individual plants may be simply removed using hand tools (shovel). CDFA has been in contact with our department, as well as the adjoining county (Tulare) about the establishment of up to three biological control agents that are currently approved in the United States. These insects have been released in the Southeast and have had some success in knocking back weed populations. If these insects are released in the county, monitoring will be done to document the success or failure of these insects.
2. Giant Reed – Survey only
3. Other Noxious Weeds – Survey only.

The project is ready to be implemented immediately and a Notice of Exemption from CEQA has been filed with the Kings County Clerk.

III. Reporting

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on September 1, 2021.

Final project reports are required 30 days after project completion, no later than July 31, 2022. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

Budget

County of Kings Agricultural Commissioner

January 15, 2021 - June 30, 2022

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Agricultural & Standards Inspector	\$26,334.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Subtotal Personnel Exp.	\$26,334.00	\$0.00
Operating Expenses		
Supplies: (must be itemized)		
Personal Protection Equipment (Coveralls, eye protection, gloves)	\$693.00	\$0.00
	\$0.00	\$0.00
Equipment: (must be itemized)		
	\$0.00	\$0.00
	\$0.00	\$0.00
Herbicides: (must be itemized)		
Type: Glyphosate Herbicide		
Amount: 12 Gallon Cost: \$30/Gallon	\$360.00	\$0.00
Type: Reward Herbicide		
Amount: 5.0 Gallon Cost: \$120/Gallon	\$600.00	\$0.00
Type:		
Amount: Cost:	\$0.00	\$0.00
Other		
	\$0.00	\$0.00
	\$0.00	\$0.00
Mileage for Weed Control \$0.575 x (2400 Miles)	\$1,380.00	\$0.00
Subtotal Operation Exp.	\$3,033.00	\$0.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$32,000 CDFA Funding award total has max of \$3,200 for all combined)		
<i>Meetings</i>	\$0.00	\$0.00
<i>Travel</i>	\$0.00	\$0.00
<i>Administration</i>	\$0.00	\$1,000.00
<i>Coordination</i>	\$0.00	\$0.00
Mileage for Meetings, Training, Coordination \$0.575 x (Miles)	\$0.00	\$0.00
Subtotal	\$29,367.00	\$1,000.00
Indirect* (Max 25% of Personnel Costs)	\$2,633.00	\$0.00
Total	\$32,000.00	\$1,000.00
Grant Total CDFA Funding	\$32,000.00	
Grant Total Cost Share	\$1,000.00	

* If claiming less than 25% max Indirect Cost Rate please check this box:

X



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 12, 2021

SUBMITTED BY: Public Health/First 5- Edward Hill/Clarissa Ravelo

SUBJECT: REGIONAL IMPACT HUB AGREEMENT

SUMMARY:

Overview:

The First 5 Kings County Children & Families Commission (“Commission”) is currently a member of a regional Training and Technical Assistance Hub for local consortia that are participating in First 5 Improve and Maximize Programs so All Children Thrive (First 5 IMPACT) and California Quality Rating and Improvement System (CA-QRIS). First 5 IMPACT and CA-QRIS programs enhance the early childhood care and education programs throughout the Central Valley.

Recommendation:

Approve Amendment III to Region 5 IMPACT Hub Partnership Agreement retroactive from July 1, 2020 to June 30, 2021.

Fiscal Impact:

There is no increase to the Net County Cost associated with this Agreement. The Regional Hub has a small budget of \$101,315 to divide amongst the participating counties (\$14,402 for Kings County) to utilize for Special Projects expenditures related to Quality Counts California goals and objectives, with prior authorization from First 5 Fresno, the Regional Hub lead. The Commission has not identified a need to access the Special Projects fund at this time.

BACKGROUND:

In June 2017, First 5 Kings entered into an agreement with regional First 5’s and County Offices of Education,

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

REGIONAL IMPACT HUB AGREEMENT

January 12, 2021

Page 2 of 2

to become a part of a regional Training and Technical Assistance Hub for local consortia that are participating in First 5 Improve and Maximize Programs so All Children Thrive (First 5 IMPACT) and California Quality Rating and Improvement System (CA-QRIS). As a member of the Region 5 Hub, Kings County has been provided with coordination and specialized support related to the IMPACT grant and CA-QRIS.

In August 2019, Kings County Office of Education was added as a signatory/partner to the Region 5 IMPACT Hub agreement. At the December 2019 Commission meeting, the Commission authorized Executive Director Ed Hill to sign the agreement amendment.

First 5 Fresno, the Regional Hub Lead Agency, is requesting that the Partnership Agreement be renewed for Fiscal Year 2020-2021. There were no changes to the Original Amendment, aside from the change in term. Due to the current notion that the Commission does not have contracting authority, County Counsel revised the Amendment to reflect the County of Kings as the signatory. The Commission voted to bring this Agreement to the Board of Supervisors for final approval, at their December 1, 2020 Commission meeting.

This matter is before the Board of Supervisors for consideration to authorize the Chairperson to sign the Amendment III to the Regional Hub Partnership Agreement.

A copy of the Agreement is on file with the Clerk of the Board for review. The Agreement has been reviewed and approved as to form by County Counsel.

**AMENDMENT III TO THE PARTNERSHIP AGREEMENT
REGARDING FIRST 5 IMPACT HUB (REGION 5)**

THIS AMENDMENT III TO THE PARTNERSHIP AGREEMENT REGARDING FIRST 5 IMPACT HUB (REGION 5) (the "Amendment") is made and entered into this 21 of August, 2020 by and between (i) the CHILDREN AND FAMILIES COMMISSION OF FRESNO COUNTY, a legal public agency established in accordance with the California Children and Families Act of 1998 (hereinafter "COMMISSION"); (ii) the Kern County Children and Families Commission, a California public agency ("First 5 Kern County"); (iii) the CHILDREN AND FAMILIES COMMISSION OF KINGS COUNTY, a California public agency ("First 5 Kings County"); (iv) the MADERA COUNTY CHILDREN AND FAMILIES COMMISSION, a California public agency ("First 5 Madera"); (v) FIRST 5 MERCED COUNTY, an agency of the County of Merced ("First 5 Merced"); (vi) MERCED COUNTY OFFICE OF EDUCATION, a California public agency ("MCOE"); (vii) TULARE COUNTY OFFICE OF EDUCATION, a California public agency ("TCOE"); (viii) the MADERA COUNTY SUPERINTENDENT OF SCHOOLS, a California public agency ("MCSOS"); (ix) the FRESNO COUNTY SUPERINTENDENT OF SCHOOLS, a California Public agency ("FCSS"); and (x) the KINGS COUNTY OFFICE OF EDUCATION, a California public agency ("KCOE"). First 5 Fresno, First 5 Kern County, First 5 Kings County, First 5 Madera, First 5 Merced, MCOE, TCOE, MCSOS, FCSS, and KCOE are sometimes referred to herein collectively as the "Parties" or as "the Region 5 Hub."

WHEREAS, the Region 5 Hub entered into that certain Partnership Agreement Regarding First 5 Impact HUB (Region 5) on or about July 1, 2016 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to extend the Term as provided herein.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

1. Term. This Amendment is made effective as of July 1, 2020 (the "Effective Date"). Notwithstanding anything in the Agreement to the contrary, the original term of the Agreement is extended until June 30, 2021, unless terminated earlier under the Agreement (the "Term").
2. Controlling Document; No Other Amendment. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. Except as amended by this Amendment, all terms of the Agreement shall remain in full force and effect.
3. Binding Effect. The Agreement, as amended by this Amendment, is binding upon, and inures to the benefit of, the respective heirs, executors, administrators, successors, and assigns of the Parties.
4. Headings and Construction. The subject headings of the sections and paragraphs of this Amendment are included for purposes of convenience only and do not affect the construction or interpretation of any of its provisions. All words used in this Amendment include the plural as well as the singular number, and vice versa; words used in this Amendment in the present tense include the future as well as the present; and words used in this Amendment in the masculine gender include the feminine and neuter genders, whenever the context so requires. No provision of this Amendment will be interpreted for or against a Party because that Party or its legal

representative drafted the provision, and this Amendment will be construed as if jointly prepared by the Parties.

5. Counterparts. This Amendment may be signed by the Parties in different counterparts and the signature pages combined to create one document binding on all Parties.
6. Signature Authority. Each Party represents that it has capacity, full power, and authority to enter into this Amendment and perform under modified terms of the Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Amendment.
7. Electronic Signatures. Each Party acknowledges and agrees that this Amendment may also be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, or an "e-signed" document (e.g. DocuSign).

REVIEWED AND RECOMMENDED FOR APPROVAL:

CHILDREN AND FAMILIES COMMISSION OF
FRESNO COUNTY

Dated: _____, 2020

By: _____
Fabiola González, Executive Director

(signatures continued on following page)

KINGS COUNTY OFFICE OF EDUCATION, a
California public agency

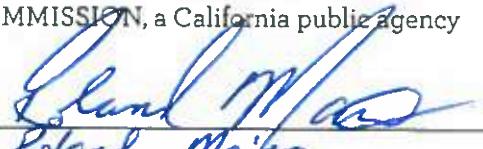
Dated: 8/26, 2020

By: Todd Barlow
Its: Todd Barlow, Superintendent

(signatures continued on following page)

KERN COUNTY CHILDREN AND FAMILIES
COMMISSION, a California public agency

Dated: 8/24 2020

By: 
Its: Roland Maier

(signatures continued on following page)

First 5 Kings County is an agency of the County of Kings and “the CHILDREN AND FAMILIES COMMISSION OF KINGS COUNTY, a public agency (“First 5 Kings County”)” is replaced with COUNTY OF KINGS, a political subdivision of the State of California.

COUNTY OF KINGS

By: _____
Craig Pedersen, Chair
Kings County Board of Supervisors

REVIEWED AND RECOMMENDED
FOR APPROVAL:

Signature: 
Edward Hill (Jan 6, 2021 10:37 PST)

Email: edward.hill@co.kings.ca.us
Edward Hill, Kings County Public Health
Director and First 5 Executive Director

ATTEST:

Catherine Venturella, Clerk to the Board


APPROVED AS TO FORM:
Lee Burdick, County Counsel

I 
Email: cindy.kliever@co.kings.ca.us
Cindy Kliever, Deputy County Counsel

(signatures continued on following page)


MADERA COUNTY CHILDREN AND
FAMILIES COMMISSION, a California Public
Agency

Dated: 9-3, 2020

By: Pon WCW 
Its: _____

(signatures continued on following page)

FIRST 5 MERCED COUNTY, an agency of the
County of Merced

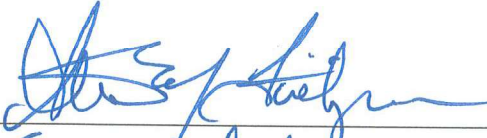
By: 
Its: Scott Waite, Executive Director

Dated: September 8, 2020

(signatures continued on following page)

MERCED COUNTY OFFICE OF EDUCATION,
a California public agency

Dated: 8.24, 2020

By: 
Its: Superintendent

(signatures continued on following page)

MADERA COUNTY SUPERINTENDENT OF
SCHOOLS, a California public agency

Dated: 26, 2020

By: Cecilia A. Musseth
Its: Madera County Superintendent of Schools
8/26

(signatures continued on following page)

TULARE COUNTY OFFICE OF EDUCATION,
a California Public agency


Dated: 8/24, 2020

By:  _____
Its: _____

(signatures continued on following page)

FRESNO COUNTY SUPERINTENDENT OF
SCHOOLS, a California Public agency

Dated: 9/20, 2020

By:  _____
Its: _____ Superintendent of Schools

Amendment III-Partnership Agreement

Final Audit Report

2021-01-06

Created:	2021-01-05
By:	Clarissa Ravelo (Clarissa.Ravelo@co.kings.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACH09kpidHQRkKHKEKbBawLkkSg2fwlw

"Amendment III-Partnership Agreement" History

-  Document created by Clarissa Ravelo (Clarissa.Ravelo@co.kings.ca.us)
2021-01-05 - 5:37:37 PM GMT- IP address: 206.78.91.54
-  Document emailed to Edward Hill (edward.hill@co.kings.ca.us) for signature
2021-01-05 - 5:39:08 PM GMT
-  Document emailed to Cindy Crose Kliever (cindy.kliever@co.kings.ca.us) for signature
2021-01-05 - 5:39:08 PM GMT
-  Email viewed by Cindy Crose Kliever (cindy.kliever@co.kings.ca.us)
2021-01-05 - 5:45:20 PM GMT- IP address: 206.78.91.54
-  Document e-signed by Cindy Crose Kliever (cindy.kliever@co.kings.ca.us)
Signature Date: 2021-01-05 - 5:46:34 PM GMT - Time Source: server- IP address: 206.78.91.54
-  Email viewed by Edward Hill (edward.hill@co.kings.ca.us)
2021-01-06 - 6:37:50 PM GMT- IP address: 206.78.91.54
-  Document e-signed by Edward Hill (edward.hill@co.kings.ca.us)
Signature Date: 2021-01-06 - 6:37:59 PM GMT - Time Source: server- IP address: 206.78.91.54
-  Agreement completed.
2021-01-06 - 6:37:59 PM GMT



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 12, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski
Administration – Rebecca Campbell/Domingo Cruz

SUBJECT: SB 81 ROUND TWO JUVENILE CENTER REMODEL PROJECT – PLANS,
SPECIFICATIONS, AND ADVERTISING

SUMMARY:

Overview:

Plans and Specifications for the construction of the Kings County Juvenile Center remodel project have been completed, and were approved by the State Fire Marshal on September 3, 2020. It is requested that the plans and specifications be approved by your Board, and a bid opening date of January 12, 2021 is recommended.

Recommendation:

Approve the plans and specifications, and authorize advertising the Senate Bill 81 Round Two Juvenile Center remodel project on January 12, 2021.

Fiscal Impact:

The Architect’s estimate of Probable Cost for bidding purposes is \$9.2 million. Funds are included in the Adopted Fiscal Year 2020-2021 Budget, Budget Unit 700003 (KC SB 81 Project), Account 94105 (SB 81 Project). The State will provide \$9,600,000 for the project, and the County is providing \$4,193,000 (\$2,063,000 in Capital Outlay, \$1,530,000 in Public Protection Impact Fees, & \$600,000 in Mental Health Services Act Capital funds) in the form of a Cash Match. The total available budget is \$13,793,000.

BACKGROUND:

The plans and specifications for this building have been completed, and the construction contract is ready for advertising. The project’s working drawing and proceed to bid was approved by the State Department of

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

SB 81 ROUND TWO JUVENILE CENTER REMODEL PROJECT – PLANS, SPECIFICATIONS, AND ADVERTISING

January 12, 2020

Page 2 of 2

Finance on January 7, 2021. Staff requests that your Board approve the plans and specifications, and authorize advertising the Senate Bill 81 Round Two Juvenile Center remodel project starting January 12, 2021.

The County held a pre-qualification process in February of 2020. From this process, seven (7) construction companies have been pre-qualified to bid as the General Contractor on this project. The following is a list of the general contractors who have been pre-qualified to bid on this project:

Prequalified General Contractor	Location	Phone	Fax
Broward Builders, Inc.	Woodland, CA	530-666-5635	530-666-5723
David A. Bush, Inc.	Hanford, CA	559-584-1575	559-584-1591
F&H Construction.	Lodi, CA	209-931-3738	209-931-4427
Seals Construction, Inc.	Visalia, CA	559-651-4040	559-651-4145
Sletten Construction Company	Las Vegas, NV	702-739-8770	702-739-9932
Stronghold Engineering, Inc.	Riverside, CA	951-684-9303	951-684-3813
Zumwalt Construction, Inc.	Fresno, CA	559-252-1000	559-252-1005

The work consists of remodel to and an expansion of the existing County's Branch Jail facility, which will build a new Juvenile Center and Juvenile Day Reporting Center. The remodel and new construction includes housing, classrooms, program space, office space, and a day reporting center. The project includes 32-beds, classroom space, medical and programming space, a booking and intake control room, outdoor recreation, warming kitchen, and yard areas.

The work also includes, but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security; and fire protection systems, and all other necessary appurtenances. This will enable the facility to be better equipped to provide services to the entire juvenile population. The agreement requires the work to be completed within 15 months, or approximately 456 calendar days. Estimated start of construction is on March 29, 2021, and the estimated completion date is June 28, 2022. It is also anticipated that the occupancy date is September 28, 2022.

The plans and specifications are on file with the Clerk of the Board of Supervisors for review.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 12, 2021

SUBMITTED BY: Administration – Rebecca Campbell
County Counsel – Lee Burdick

SUBJECT: RESOLUTION APPROVING THE PERMANENT TRANSFER OF STATE
WATER PROJECT TABLE A WATER FROM SANDRIDGE PARTNERS, L.P.
TO THE KETTLEMAN CITY COMMUNITY SERVICES DISTRICT

SUMMARY:

Overview:

At the December 8, 2020 Board meeting, the Board adopted the Jackson Ranch Specific Plan and General Plan Amendment; made findings that the Specific Plan, the General Plan Amendment and the change of zone boundaries are consistent with the Kings County General Plan; and certified the Final Environmental Impact Report that supports those changes. During the presentation, Community Development Director Greg Gatzka informed the Board that, although the Dudley Ridge Water District currently delivers State Water Project (“SWP”) water to the Specific Plan area, it is currently – and will continue to be – used for irrigation and agricultural uses in the Specific Plan area. Consequently, the Jackson Ranch project needs a new source of water to supplement existing sources and to support the development.

The purpose of this action is for the Board to consider consenting to the permanent assignment of 150 acre-feet of SWP Table A water from Sandridge Partners, L.P. (“Sandridge”) to the Kettleman City Community Services District (“KC CSD”) to provide an adequate supply of potable water to support the Jackson Ranch development.

Recommendation:

Consider approval of the permanent assignment of 150 acre-feet of State Water Project water

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

RESOLUTION APPROVING THE PERMANENT ASSIGNMENT OF STATE WATER PROJECT WATER FROM SANDRIDGE PARTNERS TO KETTLEMAN CITY COMMUNITY SERVICES DISTRICT

January 12, 2021

Page 2 of 2

currently allocated under the Agreement Between the County of Kings and Sandridge Partners for the Acquisition and Management of SWP Entitlement, Agreement No. 05-069 (dated June 28, 2005) from Sandridge to the Kings County Community Services District.

Fiscal Impact:

None with this action.

BACKGROUND:

On December 8, 2020, the Board adopted the Jackson Ranch Specific Plan and General Plan Amendment; made findings that the Specific Plan, the General Plan Amendment and the change of zone boundaries are consistent with the Kings County General Plan; and certified the Final Environmental Impact Report that supports those changes. During the presentation, Community Development Director Greg Gatzka informed the Board that, although the Dudley Ridge Water District currently delivers SWP water to the Specific Plan area, it is currently – and will continue to be – used for irrigation and agricultural uses. Consequently, the Jackson Ranch project needs a new source of water to support the development.

To help address the needs of the new development, Sandridge has agreed to permanently assign and transfer 150 acre-feet of its SWP Table A water to the KC CSD. Because Kings County is the State Water Contractor for Table A water, that permanent assignment requires Board consent before it becomes effective. Sandridge has informed staff that it will receive water from the Green Valley Water District through the Dudley Ridge Irrigation District to replace the assigned water.

ASSIGNMENT

For value received, SANDRIDGE PARTNERS, L.P., a California limited partnership (“**Assignor**”), hereby assigns, transfers, and conveys to KETTLEMAN CITY COMMUNITY SERVICES DISTRICT, a California community services district (“**Assignee**”), all of Assignor’s right, title, and interest, in 150 acre-feet of State Water Project (“**SWP**”) entitlement water and associated additional water supplies, which constitute a portion of the water to which Assignor is entitled under that certain Agreement Between the County of Kings and Sandridge Partners for the Acquisition and Management of SWP Entitlement, Agreement No. 05-069 (“**Contract**”).

Upon the execution of this Assignment, Assignee shall have full authority to receive 150 acre-feet of SWP Entitlement to which Assignor is entitled under the Contract.

ASSIGNOR:

Dated: _____

SANDRIDGE PARTNERS, L.P., a California limited partnership

By: _____

Its: _____

Consent to Assignment

The COUNTY OF KINGS, pursuant to Paragraph 23 of the Contract, hereby consents to the above Assignment.

COUNTY OF KINGS

Doug Verboon
Chair, Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 12, 2021

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: APPOINTMENTS TO THE KINGS COUNTY WATER COMMISSION

SUMMARY:

Overview:

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

Recommendation:

Appoint one member to the Kings County Water Commission. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments.

Fiscal Impact:

None.

Advisory Board Statement:

The Committee Coordinator recommends the appointments of Michael Newton as outlined today.

BACKGROUND:

The complete membership of the Committee consists of nine (9) members: seven (7) appointed by the Board of Supervisors as follows: one (1) member representing each of the Supervisorial Districts 1, 2, 3, 4 & 5; one (1) member at large, and one (1) member representing the Community Services Districts/Public Utility Districts. The final two (2) members will be appointed by the City Selection Committee to represent the Cities within Kings County. The applicant is Michael Newton – District 1 representative.

The purpose and function of this commission is upon request of the Board of Supervisors: to investigate and study designated water matters affecting Kings County and report and advise the Board on its findings; to advise and report to the Board concerning water matters which are proposed or enacted under State or Federal Legislation or Regulations affecting Kings County; to call the attention of the Board on pending water matters, legislation or regulations affecting Kings County and in any case where investigation, study, advice and report are authorized, the advice and report of the Water Commission may include or be accompanied by minority reports.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 12, 2021

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: APPOINTMENTS TO THE SAN JOAQUIN VALLEY UNIFIED AIR
POLLUTION CONTROL DISTRICT CITIZENS ADVISORY COMMITTEE

SUMMARY:

Overview:

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

Recommendation:

Appoint two members to the San Joaquin Valley Unified Air Pollution Control District Citizens Advisory Committee. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments.

Fiscal Impact:

None.

Advisory Board Statement:

The Committee Coordinator recommends the appointments of Laura Brown as outlined today.

BACKGROUND:

The complete membership of the Committee consists of six (6) members, four (4) appointed by the Board of Supervisors as follows: one (1) member representing the Agriculture Industry as Primary and one (1) member representing the Agriculture Industry as an Alternate, one (1) member representing the Environmental Interests as a Primary and one (1) member representing the Environmental Interests as an Alternate. The City Selection Committee shall appoint the following members: one (1) City member as a Primary and one (1) City member as an Alternate. Criteria for appointment: Applicants must meet specific representation of the position in which the vacancy exists. The applicant is Laura Brown - Agriculture Industry Primary member.

The purpose of this committee is to provide a forum for the purpose of facilitating public input relating to actions and decisions of the Unified Air Basin Authority. Assist in effectuating the purposes of the joint powers agreement established between the Air Pollution Control Districts of Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus and Tulare Counties.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 12, 2021

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: APPOINTMENTS TO THE KINGS EARLY EDUCATION PLANNING COUNCIL

SUMMARY:

Overview:

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

Recommendation:

Appoint five members to the Kings Early Education Planning Council. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments.

Fiscal Impact:

None.

Advisory Board Statement:

The Committee Coordinator recommends the appointments of: Michelle Dove, Clarissa Ravelo, Deborah Gibson, Susan Philpott and Courtney Coelho as outlined today.

BACKGROUND:

The complete membership of the Committee consists of fifteen (15) members: seven (7) appointed by the Board of Supervisors as follows: two (2) Community members, one (1) discretionary member, three (3) Public Agency representatives and one (1) Child Care Provider. The Kings County Superintendent of Schools has authority over the other eight (8) appointments. The Council is a countywide advisory board created to address childcare needs and coordinate services of families who are seeking or are currently receiving subsidized and/or non-subsidized childcare services. Criteria for appointment: Applicants must meet the specific representation of the position in which the vacancy exists. The applicants are: Michelle Dove – Child Care Provider, Clarissa Ravelo – Public Agency Representative, Deborah Gibson – Community Representative, Susan Philpott – Community Representative and Courtney Coelho – Public Agency Representative.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 12, 2021

SUBMITTED BY: Administration – Rebecca Campbell
SUBJECT: BOARD COMMITTEE ASSIGNMENTS FOR 2021
SUMMARY:

Overview:

Each year, the Board of Supervisors formally approves their Board and Committee assignments for the ensuing year. Each Supervisor was given the opportunity to review and/or revise any assignments as needed.

Recommendation:

Approve the 2021 Board and Committee Assignments.

Fiscal Impact:

None.

BACKGROUND:

Every year, the Board members are appointed to various Committees, Boards, or Commissions under the Board of Supervisors' jurisdiction. The Board of Supervisors automatically serve on Governing Boards or Committees such as the Housing Authority of Kings County, Kings County Board of Equalization, Kings County Public Financing Authority, Kings County In-Home Supportive Services Public Authority Board of Directors, the California Public Financing Authority and the California Community Housing Agency. The Child Abuse Prevention Coordinating Council (CAPCC) does not have a Supervisor assigned to it due to a conflict with the time and dates of their meetings for all of the Supervisors, this may be addressed due to some changes within the CAPCC at a later date. This year we have suggested that all the California State Association of Counties sub committees have the primary member and alternate be assigned so that they may vote when attending the conferences and we have removed the Economic Development committee due to no longer being a committee.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed
and adopted on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Board of Supervisors Members automatically serve on the following Governing Boards or Committees: *Board of Supervisors (BOS), Housing Authority of the County of Kings, Kings County Public Financing Authority, Kings County Board of Equalization (BOE) Kings County In-Home Supportive Services Public Authority Board of Directors (IHSS) and California Public Finance Authority and California Community Housing Agency.*

Organization	Primary Appointment	Alternate Appointment
1. Agricultural Advisory Committee	J. Neves	D. Verboon
2. Behavioral Health Advisory Board	J. Neves	R. Valle
3. Cal-ID-California Identification Committee	J. Neves	R. Fagundes
4. California Vanpool Authority/CalVans	J. Neves	D. Verboon
5. CalViva – Tri-County (Fresno/Kings/Madera)Health Authority	J. Neves	D. Verboon
6. Central San Joaquin Valley Foreign Trade Zone Adv. Bd.	D. Verboon	R. Valle
7. Child Abuse Prevention Coordinating Council		N/A
8. CSAC - Board of Directors	C. Pedersen	D. Verboon
9. CSAC - Gov't Finance and Operation	C. Pedersen	D. Verboon
10. CSAC – Administration of Justice	C.Pedersen	D. Verboon
11. CSAC – Agricultural & Natural Resources	C. Pedersen	D. Verboon
12. CSAC – Health & Human Services	C. Pedersen	D. Verboon
13. CSAC – Housing, Land Use & Transportation	C. Pedersen	D. Verboon
14. Employee Activities Committee/BBQ	J. Neves-BBQ Only	R. Fagundes Employee Activities
15. Exec Committee – Lake Success Reservoir Enlargement	R. Valle	Public Works Dept. Representative
16. Exec Committee – Lake Kaweah/Terminus Enlargement	R. Valle	Public Works Dept. Representative
17. First 5 Children & Families First Commission	J. Neves	N/A
18. Indian Gaming Local Community Benefit Comte (2)(1)	J. Neves	R. Valle D. Verboon
19. Independent Solid Waste Local Enforcement Hearing Panel	R. Valle	N/A
20. Kings Co Abandoned Vehicle Service Authority (KCAVSA)	D. Verboon	R. Valle
21. Kings County Assoc. of Governments (KCAG) (2)(2)	J. Neves	D. Verboon R. Valle R. Fagundes
22. Kings Commission on Aging Council	R. Fagundes	C. Pedersen
23. Kings Community Action Organization	R. Fagundes	D. Verboon
24. Kings Co Community Corrections Partnership Committee(AB109)	D. Verboon	J. Neves
25. Kings Co Gang Awareness Advisory Committee	D. Verboon	N/A
26. Kings Co Juvenile Reentry Taskforce	D. Verboon	N/A
27. Kings County Public Transit Agency (KCAPTA) (2)(1)	J. Neves	D. Verboon R. Fagundes
28. Kings County Suggestion Program Committee	Chairman	Vice-Chairman
29. Kings Economic Development Corporation	D. Verboon	J. Neves
30. Kings Waste & Recycling Auth (KWRA) (2)(2)	J. Neves	R. Fagundes D. Verboon C. Pedersen
31. Kings/Tulare Area Agency on Aging Council	R. Fagundes	C. Pedersen N/A per bylaws
32. Local Agency Formation Commission (LAFCO) (2)(1))	J. Neves	D. Verboon R. Valle
33. Office of Emergency Services	J. Neves	D. Verboon
34. Countywide Oversight Board for Redevelopment	J. Neves	N/A
35. San Joaquin Valley Unified Air Pollution Control District	C. Pedersen	N/A-per SB 719
36. San Joaquin Valley Supervisors Executive Committee	Chairman	Vice Chairman
37. San Joaquin Valley Supervisors Legis. Liaison	R. Fagundes	D. Verboon
38. San Joaquin Valley Joint Powers Authority	D. Verboon	City of Hanford representative
39. San Joaquin Valley Water Coalition	D. Verboon	R. Fagundes
40. South Fork Kings Groundwater Sustainability Agency	J. Neves	D. Verboon
41. Tulare Lake Basin Disadvantaged Community Water Study Stakeholder Oversight Advisory Committee (SOAC)	R. Valle	N/A
42. Workforce Development Board	R. Valle	N/A per bylaws
43. United Way Emergency Food & Shelter Program Committee	Chairman	Vice-Chairman



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 12, 2021

SUBMITTED BY: Administration – Rebecca Campbell/Domingo Cruz

SUBJECT: FIVE-YEAR IMPACT FEE REPORT

SUMMARY:

Overview:

The Mitigation Fee Act, Government Code § 66000 et. seq. provides for the use of impact fees, also known as public facility fees, to offset the impact of growth on government facilities. On June 21, 2005, the Board adopted Ordinance No. 633, Development Impact Fees. As required by law, a five-year developmental impact fee report must be completed in order to continue to collect the fees at the building permit stage of development. The Board is being requested to approve this report.

Recommendation:

Approve the Five-Year Impact Fee Report prepared by David Taussig and Associates, Inc. to continue collecting the fees at the building permit stage of development.

Fiscal Impact:

Future projects, in detail as illustrated on page five (5) of the report, will be included in the Fiscal Year 2021-2022 Requested Budget. In addition, it will be incorporated into the construction schedule that will be brought back to you in a public hearing during the County annual budget hearings in August of 2021. Below is a table with current fees on hand and cost of future projects:

Fund	Fees on Hand as of 6/30/2020	Cost of Future Projects
Public Protection	\$3,209,687	\$14,426,105
Fire	\$1,545,704	\$1,463,535
Library	\$1,765,412	\$2,190,350
Animal Control	\$12,741	\$309,800
Sheriff Patrol & Investigation	\$154,515	\$3,466,187
Administration	\$21,021	N/A

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

FIVE-YEAR IMPACT FEE REPORT

January 12, 2021

Page 2 of 2

BACKGROUND:

Your Board reviewed the first required five-year impact fee report on August 2, 2010, which was completed by Willdan Financial Services. Your Board reviewed the second five-year impact fee report on January 5, 2016, which was completed by David Taussig and Associates, Inc. The Administrative Office entered into agreement with David Taussig and Associates, Inc. on January 21, 2020 for the current and third five-year impact fee report. The report is for Fiscal Years 2015-2016 through 2019-2020, which includes the information and proposed findings for the public hearing and final approval in August of 2021 during the County annual budget hearings. Attached to this agenda item is the final copy of the five-year impact fee report for your review.

For illustration, below is the list of future projects, which are expected to start within the next five (5) years. This list is also located on page five (5) of the report. Your Board also approved the listed project during the Impact Fee Public Hearing on September 14, 2020.

Fee / Project	Impact Fees (Est.)	Other Sources of Funds (Est.)	Total
Public Protection			
County Counsel Relocation	\$434,505	\$147,941	\$582,446
Grand Jury - Office Space and Expansion	\$279,823	\$70,795	\$350,618
Public Guardian Relocation	\$432,037	\$146,709	\$578,746
Minor Advocate Relocation	\$480,443	\$170,852	\$651,295
SB81 Juvenile Center - Construction/Remodel	\$1,575,880	\$10,687,120	\$12,263,000
<i>Total Public Protection Facilities</i>			\$14,426,105
Fire			
Fire Department Administration & Emergency Operations Center	\$1,539,704	\$0	\$1,463,535
<i>Total Fire Facilities</i>			\$1,463,535
Library			
Lemoore Library Renovation of Interior Spaces Modifications, Etc.	\$1,157,336	\$184,664	\$1,342,000
Lemoore Library Floor Plan Reconfiguration, Interior Finish, Etc.	\$406,869	\$192,581	\$599,450
New/Renovated Toilet Room	\$194,208	\$54,692	\$248,900
<i>Total Library Facilities</i>			\$2,190,350
Animal Control			
FF& E, Relocation, Holding Spaces, Etc.	\$5,741	\$304,059	\$309,800
<i>Total Animal Control Facilities</i>			\$309,800
Sheriff Patrol & Investigation			
Evidence & Vehicular Storage	\$99,178	\$1,671,463	\$1,770,641
SWAT Dive Team	\$48,337	\$1,647,209	\$1,695,546
<i>Total Sheriff Patrol & Investigation Facilities</i>			\$3,466,187



www.FinanceDTA.com

**FIVE-YEAR
IMPACT FEE REPORT
FISCAL YEARS 2015-2016
THROUGH 2019-2020**

KINGS COUNTY

JANUARY 6, 2021

Public Finance
Public-Private Partnerships
Development Economics
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KINGS COUNTY



FIVE-YEAR IMPACT FEE REPORT FISCAL YEARS 2015-2016 THROUGH 2019-2020

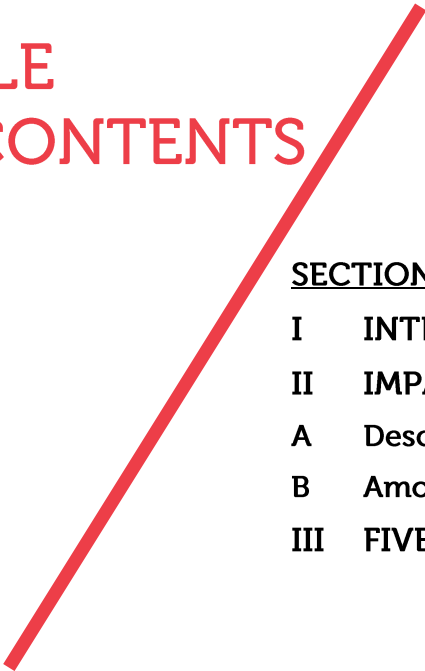
Prepared for:

Kings County

1400 W Lacey Boulevard, Hanford, CA 93230

Attention: Kyria Martinez, Assistant County Administrative Officer

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I INTRODUCTION

Section 66001 of the California Government Code provides that Kings County (the "County") shall (i) make available to the public certain information and (ii) adopt described findings relative to development impact fees (the "Impact Fees") collected pursuant to Section 66000 *et seq.* of the California Government Code. The described information and findings relate to Impact Fees received, expended, or to be expended in connection with public facilities to accommodate new development if funded or partially funded with Impact Fees. The Impact Fees do not include mitigation payments, special tax proceeds, proceeds of bonds, or letters of credit to secure payment of Impact Fees at a future date. Impact Fees have not been levied, collected, or imposed for general revenue purposes.

On June 21, 2005, the Kings County Board of Supervisors adopted Ordinance No. 633, "An Ordinance of the Board of Supervisors of the County of Kings Establishing County Impacts Fees in the Incorporated and Unincorporated Areas of the County of Kings." The County updated those fees on January 5, 2016. Please see Resolution No. 16-002.

The following Five-Year Report for Fiscal Years 2015-2016 through 2019-2020 includes the information and proposed findings the County intends to review and adopt in accordance with Section 66001 of the California Government Code.

II IMPACT FEES

A Description of the Types of Impact Fees

The Impact Fees of the County for Fiscal Years 2015-2016 through 2019-2020 consist of fees established by the Public Facilities Impact Fees Final Report (2005) and updated January 5, 2016.

The types of facilities funded by the Impact Fees are shown below.

A.1 Public Protection

Public Protection fees are collected to help pay for development's fair share of public protection facilities including, but not limited to, District Attorney, Probation, and Sheriff Department buildings/offices, jail, and juvenile detention facilities.

A.2 Fire

Fire fees are collected to help pay for development's fair share of fire protection facilities, including, but not limited to, fire protection buildings, Fire Department and Office of Emergency ("OES") administrative spaces, and fire protection vehicles and equipment.

A.3 Library

Library fees are collected to help pay for development's fair share of library facilities, including, but not limited to library buildings and building expansions, volumes (books), computers, and equipment.

A.4 Animal Control

Animal control fees are used to help pay for development's fair share of animal services facilities, including, but not limited to animal control buildings, building expansion, and other facilities as necessitated by animal control services.

A.5 Sheriff Patrol & Investigation

Sheriff Patrol and Investigation fees are used to help pay for development's fair share of Sheriff Patrol & Investigation facilities. These include, but are not limited to, patrol investigation buildings, patrol vehicles, and other facilities as necessitated by Sheriff Patrol & Investigation.

B Amount of the Impact Fees

The County's Impact Fee amounts for Fiscal Years 2015-2016 through 2019-2020 are shown in **Table 1** on the following page.

Table 1: Kings County Public Facilities Fees (FY 2015-2016 through 2019-2020)
Fee per Dwelling Unit/1,000 Building Square Feet (Effective 11/13/2020)

Location/Land Use	Public Protection		Fire		Library		Animal Services		Sheriff Patrol and Investigation		PFF Compliance (2.5%)		Total 2016	Total 2017	Total 2018	Total 2019	Total 2020
	Effective Date: 10/18/19	11/13/20	10/18/19	11/13/20	10/18/19	11/13/20	10/18/19	11/13/20	10/18/19	11/13/20	10/18/19	11/13/20					
<i>San Francisco and Los Angeles - Time Frame March 19 to March 20 FY 2019-2020</i>													2.48%	2.00%	0.00%	2.16%	0.00%
Unincorporated																	
<i>Residential</i>																	
Single Family Unit	\$ 1,134.34	\$ 1,134.34	\$ 1,919.40	\$ 1,919.40	\$ 475.57	\$ 475.57	\$ 11.72	\$ 11.72	\$ 328.46	\$ 328.46	\$ 96.74	\$ 96.74	\$ 3,479.78	\$ 3,882.36	\$ 3,882.36	\$ 3,966.22	\$ 3,966.22
Multi-family Unit	\$ 907.46	\$ 907.46	\$ 1,535.52	\$ 1,535.52	\$ 380.45	\$ 380.45	\$ 9.39	\$ 9.39	\$ 262.76	\$ 262.76	\$ 77.39	\$ 77.39	\$ 2,783.81	\$ 3,105.88	\$ 3,105.88	\$ 3,172.97	\$ 3,172.97
<i>Nonresidential</i>																	
Retail	\$ 355.59	\$ 355.59	\$ 601.69	\$ 601.69	N/A	N/A	N/A	N/A	\$ 102.96	\$ 102.96	\$ 25.99	\$ 25.99	\$ 944.11	\$ 1,063.27	\$ 1,063.27	\$ 1,086.24	\$ 1,086.24
Office	\$ 444.49	\$ 444.49	\$ 752.11	\$ 752.11	N/A	N/A	N/A	N/A	\$ 128.70	\$ 128.70	\$ 33.14	\$ 33.14	\$ 1,180.14	\$ 1,329.72	\$ 1,329.72	\$ 1,358.44	\$ 1,358.44
Industrial	\$ 266.69	\$ 266.69	\$ 451.27	\$ 451.27	N/A	N/A	N/A	N/A	\$ 77.21	\$ 77.21	\$ 19.88	\$ 19.88	\$ 708.08	\$ 797.83	\$ 797.83	\$ 815.06	\$ 815.06
Warehouse	\$ -	\$ -	\$ -	\$ -	N/A	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Avenal																	
<i>Residential</i>																	
Single Family Unit	\$ 1,134.34	\$ 1,134.34	\$ 1,919.40	\$ 1,919.40	\$ 475.57	\$ 475.57	N/A	N/A	N/A	N/A	\$ 88.23	\$ 88.23	\$ 3,471.61	\$ 3,541.04	\$ 3,541.04	\$ 3,617.53	\$ 3,617.53
Multi-family Unit	\$ 907.46	\$ 907.46	\$ 1,535.52	\$ 1,535.52	\$ 380.45	\$ 380.45	N/A	N/A	N/A	N/A	\$ 70.59	\$ 70.59	\$ 2,777.29	\$ 2,832.83	\$ 2,832.83	\$ 2,894.02	\$ 2,894.02
<i>Nonresidential</i>																	
Retail	\$ 355.59	\$ 355.59	\$ 601.69	\$ 601.69	N/A	N/A	N/A	N/A	N/A	N/A	\$ 23.93	\$ 23.93	\$ 941.64	\$ 960.47	\$ 960.47	\$ 981.22	\$ 981.22
Office	\$ 444.49	\$ 444.49	\$ 752.11	\$ 752.11	N/A	N/A	N/A	N/A	N/A	N/A	\$ 29.91	\$ 29.91	\$ 1,177.04	\$ 1,200.58	\$ 1,200.58	\$ 1,226.51	\$ 1,226.51
Industrial	\$ 266.69	\$ 266.69	\$ 451.27	\$ 451.27	N/A	N/A	N/A	N/A	N/A	N/A	\$ 17.95	\$ 17.95	\$ 706.23	\$ 720.35	\$ 720.35	\$ 735.91	\$ 735.91
Warehouse	\$ -	\$ -	\$ -	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Corcoran																	
<i>Residential</i>																	
Single Family Unit	\$ 1,134.34	\$ 1,134.34	\$ 1,919.40	\$ 1,919.40	\$ 475.57	\$ 475.57	\$ -	\$ -	N/A	N/A	\$ 88.23	\$ 88.23	\$ 3,471.61	\$ 3,541.04	\$ 3,541.04	\$ 3,617.53	\$ 3,617.53
Multi-family Unit	\$ 907.46	\$ 907.46	\$ 1,535.52	\$ 1,535.52	\$ 380.45	\$ 380.45	\$ -	\$ -	N/A	N/A	\$ 70.59	\$ 70.59	\$ 2,777.29	\$ 2,832.83	\$ 2,832.83	\$ 2,894.02	\$ 2,894.02
<i>Nonresidential</i>																	
Retail	\$ 355.59	\$ 355.59	\$ 601.69	\$ 601.69	N/A	N/A	N/A	N/A	N/A	N/A	\$ 23.93	\$ 23.93	\$ 941.64	\$ 960.47	\$ 960.47	\$ 981.22	\$ 981.22
Office	\$ 444.49	\$ 444.49	\$ 752.11	\$ 752.11	N/A	N/A	N/A	N/A	N/A	N/A	\$ 29.91	\$ 29.91	\$ 1,177.04	\$ 1,200.58	\$ 1,200.58	\$ 1,226.51	\$ 1,226.51
Industrial	\$ 266.69	\$ 266.69	\$ 451.27	\$ 451.27	N/A	N/A	N/A	N/A	N/A	N/A	\$ 17.95	\$ 17.95	\$ 706.23	\$ 720.35	\$ 720.35	\$ 735.91	\$ 735.91
Warehouse	\$ -	\$ -	\$ -	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hanford																	
<i>Residential</i>																	
Single Family Unit	\$ 1,134.34	\$ 1,134.34	N/A	N/A	\$ 475.57	\$ 475.57	\$ -	\$ -	N/A	N/A	\$ 40.54	\$ 40.54	\$ 1,583.87	\$ 1,615.54	\$ 1,615.54	\$ 1,650.44	\$ 1,650.44
Multi-family Unit	\$ 907.46	\$ 907.46	N/A	N/A	\$ 380.45	\$ 380.45	\$ -	\$ -	N/A	N/A	\$ 32.43	\$ 32.43	\$ 1,267.09	\$ 1,292.43	\$ 1,292.43	\$ 1,320.35	\$ 1,320.35
<i>Nonresidential</i>																	
Retail	\$ 355.59	\$ 355.59	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 8.88	\$ 8.88	\$ 349.78	\$ 356.77	\$ 356.77	\$ 364.48	\$ 364.48
Office	\$ 444.49	\$ 444.49	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 11.12	\$ 11.12	\$ 437.23	\$ 445.97	\$ 445.97	\$ 455.61	\$ 455.61
Industrial	\$ 266.69	\$ 266.69	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 6.66	\$ 6.66	\$ 262.32	\$ 267.57	\$ 267.57	\$ 273.35	\$ 273.35
Warehouse	\$ -	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lemoore																	
<i>Residential</i>																	
Single Family Unit	\$ 1,134.34	\$ 1,134.34	N/A	N/A	\$ 475.57	\$ 475.57	\$ -	\$ -	N/A	N/A	\$ 40.54	\$ 40.54	\$ 1,583.87	\$ 1,615.54	\$ 1,615.54	\$ 1,650.44	\$ 1,650.44
Multi-family Unit	\$ 907.46	\$ 907.46	N/A	N/A	\$ 380.45	\$ 380.45	\$ -	\$ -	N/A	N/A	\$ 32.43	\$ 32.43	\$ 1,267.09	\$ 1,292.43	\$ 1,292.43	\$ 1,320.35	\$ 1,320.35
<i>Nonresidential</i>																	
Retail	\$ 355.59	\$ 355.59	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 8.88	\$ 8.88	\$ 349.78	\$ 356.77	\$ 356.77	\$ 364.48	\$ 364.48
Office	\$ 444.49	\$ 444.49	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 11.12	\$ 11.12	\$ 437.23	\$ 445.97	\$ 445.97	\$ 455.61	\$ 455.61
Industrial	\$ 266.69	\$ 266.69	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 6.66	\$ 6.66	\$ 262.32	\$ 267.57	\$ 267.57	\$ 273.35	\$ 273.35
Warehouse	\$ -	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

III FIVE-YEAR REPORT

In accordance with Government Code Section 66001, the County provides the following information with respect to that portion of the Impact Fee accounts or sub-account(s) remaining unexpended, whether committed or uncommitted:

1. Identification of the Purpose to which the Impact Fees are to be Put.

The purpose of the Impact Fees imposed and collected on new development within the County during fiscal years 2015-2016 through 2019-2020 was to fund the additional public facilities needed to serve new development within the County.

2. Demonstration of a Reasonable Relationship Between the Impact Fees and the Purposes for which they are Charged.

There is a roughly proportional, reasonable relationship between the new development upon which the Impact Fees are charged and the need for additional public facilities by reason of the fact that additional residents and employees will be generated by additional development within the County. Furthermore, the Impact Fees charged on new development will be used to fund additional public facilities which will be used to serve the residents and employees generated from new development.

3. Identification of All Sources and Amounts of Funding Anticipated to Complete Financing of the Public Facilities the County has Identified in the County's Reports.

Table 2 below provides a summary of the amount of fees on hand for each fund as of June 30, 2020, as well as the costs of the pending public facility projects currently identified by the County, as shown in further detail in Table 3. As indicated in the table below, the current fee balances are needed to complete the pending projects.

Table 2: Account Balances and Future Projects

Fund	Fees on Hand as of 6/30/2020	Cost of Future Projects
Public Protection	\$3,209,687	\$14,426,105
Fire	\$1,545,704	\$1,463,535 ¹
Library	\$1,765,412	\$2,190,350
Animal Control	\$12,741	\$309,800
Sheriff Patrol & Investigation	\$154,515	\$3,466,187
Administration	\$21,021	N/A

¹ Excess funds to be loaned to the Sheriff Patrol & Investigation account to assist funding of Evidence and Vehicular Storage costs, but note, excess only accounts for 4.9% of fund balance.

4. Identification of the Approximate Dates on which the Funding Referred to in Section III.3 is Expected to be Deposited into the Appropriate Account or Fund.

Table 3 lists projects which are expected to start within the next five (5) years or are currently underway, as well as the proposed funding sources.

Table 3: Future Projects (Details)

Fee / Project	Impact Fees (Est.)	Other Sources of Funds (Est.)	Total
<u>Public Protection</u>			
County Counsel Relocation	\$434,505	\$147,941	\$582,446
Grand Jury - Office Space and Expansion	\$279,823	\$70,795	\$350,618
Public Guardian Relocation	\$432,037	\$146,709	\$578,746
Minor Advocate Relocation	\$480,443	\$170,852	\$651,295
SB81 Juvenile Center - Construction and Remodel	\$1,575,880	\$10,687,120	\$12,263,000
<i>Total Public Protection Facilities</i>			<u>\$14,426,105</u>
<u>Fire</u>			
Fire Department Administration & Emergency Operations Center	\$1,539,704	\$0	\$1,463,535 ¹
<i>Total Fire Facilities</i>			<u>\$1,463,535</u>
<u>Library</u>			
Lemoore Library Renovation of Interior Spaces, Modifications, Etc.	\$1,157,336	\$184,664	\$1,342,000
Lemoore Library Floor Plan Reconfiguration, Interior Finish, Etc.	\$406,869	\$192,581	\$599,450
New/Renovated Toilet Room	\$194,208	\$54,692	\$248,900
<i>Total Library Facilities</i>			<u>\$2,190,350</u>
<u>Animal Control</u>			
FF&E, Relocation, Holding Spaces, Etc.	\$5,741	\$304,059	\$309,800
<i>Total Animal Control Facilities</i>			<u>\$309,800</u>
<u>Sheriff Patrol & Investigation</u>			
Evidence and Vehicular Storage	\$99,178	\$1,671,463	\$1,770,641
Swat Dive Team	\$48,337	\$1,647,209	\$1,695,546
<i>Total Sheriff Patrol & Investigation Facilities</i>			<u>\$3,466,187</u>

¹ Excess funds to be loaned to the Sheriff Patrol & Investigation account.



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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 January 12, 2021

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. Approve an amendment to the face-covering policy to match the new employee COVID-19 protocols.

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 _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NOVEL CORONAVIRUS 2019 COUNTY UPDATE


January 12, 2021

Page 2 of 2

health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure.

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 also requests approval of an amended face covering policy so that face coverings be worn at all times while inside buildings and outside if not able to social distance, which matches the employee protocols. Employee protocols and the face covering policy are attached.

	COUNTY OF KINGS California POLICY MANUAL	Policy Subject: Face Covering Policy Section: 10 Number: BOS Agenda Date: April 28 <u>January 12,</u> 202 <u>10</u> Tape: Reading: File No.
SUBJECT Face Covering Policy for COVID-19	By Action of the Board of Supervisors <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Emergency Action	Formatted Table
DEPARTMENT Human Resources Department	Effective Date: January 21 <u>April 28,</u> 202 <u>10</u> Revision Date: Citation:	
Overview:		

POLICY

This policy will be administered in accordance with the Centers for Disease Control and Prevention (CDC) updated guidelines to mitigate the transmission of COVID-19 among Kings County staff and customers.

APPLICABILITY

This Policy is applicable to all current employees of the County.

PURPOSE

The County has a duty under the law, including the California Occupational Safety and Health Act, to maintain safe and healthy working conditions for employees. As part of the County’s obligation to provide a safe work environment for all employees, the County institutes the following Policy regarding the use of face coverings:

This is an emergency policy in accordance with Government Code section 3504.5 subdivision (b) that provides an emergency exception to the normal meet and confer process. A notice will be sent to each bargaining unit, and the County will provide them with the opportunity to meet and confer on this policy at the earliest practicable time.

Except as modified by this Policy, all County policies, procedures, regulations, and Memoranda of Understanding remain in full force and effect. This Policy recognizes the importance of the County’s employees in implementing the County’s mission, the importance of keeping all County employees and the community safe, and the importance of protecting employees’ due process rights.

This Policy is subject to change at any time, based on changing circumstances, information known about the COVID-19 virus or any other communicable diseases, and based on the recommendations of the California Department of Public Health (CDPH) and in consultation with the County Health Officer. The County will notify County employees of any changes to this Policy and will comply with all applicable laws regarding notice to bargaining units, as required.

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PROCEDURE

I. Criteria for Use of Face Coverings

To the extent practical, all employees ~~shall~~~~should~~ wear cloth face coverings while at their place of employment. CDC guidance is very broad on what is an effective face covering: Cloth, covering nose and mouth, ties or ear loop to secure. Refer to the CDC website for full details concerning COVID-19 and face coverings (www.cdc.gov). To the extent possible, wide flexibility will be given to defining “face coverings.” Employees are authorized to wear medical or construction-type masks or other cloth coverings, such as bandanas, scarves made of dense fabric, neck gaiter or other fabric face coverings. Face coverings should be in good taste and conducive to a conservative environment.

When you wear a cloth face covering, it should:

- Fit snugly but comfortably against the side of the face;
- Cover the nose, mouth, chin, and cheek area of face;
- Not obstruct vision or cover eyes;
- Be secured with ties or ear loops;
- Include multiple layers of fabric;
- Allow for breathing without restriction; and
- Comply with all CalOSHA standards and requirements to avoid injuries in the workplace.

Employees should always wash hands or use hand sanitizer before and after touching the face covering. When putting on and taking off the face covering, do not touch the front of it as you should only handle the ties or ear straps.

II. When to Wear Face Coverings

Face coverings ~~should~~~~shall~~ be worn in public settings where other social distancing measures are difficult to maintain, especially in areas of significant community-based transmission. Face coverings ~~shall~~~~should~~ be worn while working in County buildings, lobbies, cubicles, conference rooms, private offices, etc. ~~If an employee has a private office, face coverings can be removed if working alone, but should be replaced when staff enters or a meeting is taking place in a private office.~~ At anytime an employee is not able to wear~~ing~~ a face covering at work, social distancing practices and protocols

should always be followed. Employees can take off their masks to eat and drink when they are on premises in a location where they can maintain a distance of 6 feet.

The CDC has made clear that the cloth face coverings guideline for non-medical settings are not surgical masks or N-95 respirators. Those are reserved for healthcare workers and other medical first responders, as recommended by current CDC guidance. Healthcare workers and other medical first responders must follow the protocols regarding use of surgical masks or N-95 respirators.

III. Care of Face Coverings

Face coverings ~~shall~~^{should} be washed, ideally after each use, or at least daily. CDPH recommends to have a bag or bin to keep cloth face coverings in until they can be laundered with detergent and hot water and dried on a hot cycle. If employees must re-wear cloth face coverings before laundering, handwashing protocols should be followed.

IV. Discard Face Coverings When:

- No longer cover the nose and mouth;
- Have stretched out or damaged ties or straps;
- Cannot stay on the face;
- Have holes or tears in the fabric; or
- Face covering has changed in shape.

V. Availability of Face Coverings

Employees may use a personal face covering as long as it fits the criteria as stated in Section I. If any County employee is in need of a face covering, they should contact their manager or supervisor. Requests for new, additional, or replacement face coverings can be made to Administration, Risk Department at ext. 2518 or ext. 2374.

VI. Department Personal Protective Equipment (PPE)

The Face Covering Policy for COVID-19 does not replace any job specification requirements regarding PPE use. Employees are required to continue practices established by their Department policies and procedures regarding PPE use.

VII. Compliance

For the County to mitigate transmission of COVID-19 among Kings County staff and customers, employees are expected to adhere to wearing a face covering until otherwise directed. It is the Department Head or designee's responsibility to manage compliance with the Face Covering Policy. Employees who violate the Face Covering Policy for COVID-19 may be subject to disciplinary action.

KINGS COUNTY
COVID-19 EMPLOYEE PROTOCOLS

(Revised January 4, 2021)

The following represents the County of Kings’ protocol for addressing workplace concerns regarding employee exposure to the Coronavirus (“C-19”) and other emergency-related issues. Department heads, managers and supervisors should follow this approach to ensure all employees are treated fairly and spread of the virus is mitigated.

	Status	Immediately	Three Days	Ongoing	End Result
1	All Employees	To the maximum extent possible, endeavor to mitigate employee exposure to COVID-19 by facilitating telework from home, where feasible, social distancing while at work, and face coverings at all times while inside buildings and outside if not able to social distance.*			All County employees are “disaster service workers” subject to their Manager’s/ Department Head’s assignment. Unless they are on other approved leave, employees may be called back to work anytime for any reason.
2	If employee is feeling ill, but NOT diagnosed with C-19	Send them home immediately. Recommend they be tested. Have them call the Employee Health Center to receive leave letter to quarantine if necessary. If feeling better within 2 days, call the Employee Health Center to get return to work letter. (Sick leave, vacation; or LWOP)	If still ill, must call Employee Health Center or see primary care/urgent care physician, seek diagnosis, and provide proof of doctor visit. Recommend they be tested. (sick leave; vacation; LWOP)	Stay home until feeling better and provider clears for return to work. Must provide return to work letter, please have employee call the Employee Health Center. Sick leave; vacation; LWOP; FMLA, if qualified)	If tested for C-19 or ordered to self-isolate, employee is out until medically released to return to work. Please have employee call the Employee Health Center for return to work letter.

	Status	Immediately	Three Days	Ongoing	End Result
3	<p>Employee <i>is</i> diagnosed with C-19</p> <p>Group 1: Positive C-19 <u>Work Related Exposure</u></p> <p>Group 2: Positive C-19 <u>Non-Work Related Exposure</u></p>	<p>If at work when diagnosed, send home immediately for mandatory isolation. Have the employee immediately call Risk Management (Ext. 2374 or cell (559) 816-8812 to begin employee notification requirement. The Department Representative will also contact Risk Management to make sure all employees are immediately notified within 1 day of their exposure. The employee needs to contact their Dept. Secretary for FMLA paperwork or they can locate FMLA paperwork on the Human Resources Intranet page under LEAVE INFORMATION.</p> <p>Department Representative is to call Public Works or building janitorial service and request that the employee's work area and common areas used by the employee are cleaned immediately.</p> <p><u>Work Related Exposure:</u> If exposure is work related, may submit Workers' Compensation paperwork and will be directed to Workers' Compensation provider. Employee will use own sick time until Work Comp claim is either accepted or denied.</p> <p><u>Non-work Related Exposure:</u> If exposure is not from a work exposure, employee will use own sick time or other approved leave time.</p>		Sick leave; vacation; LWOP; FMLA, if qualified; SDI **	<p>Employee may not return to work until medically released to return to work. Please have them call the Employee Health Center or primary physician/provider to obtain release.</p> <p>If exposure is work related, they will be released back to work by the Workers' Compensation provider.</p>

	Status	Immediately	Three Days	Ongoing	End Result
4	<p>If employee has no symptoms (asymptomatic), but has been exposed to someone who has C-19 (either at work or outside)</p>	<p>Employee needs to call Employee Health Center for direction. Encourage employee to get tested right away. Testing can be done at OptumServe testing site or at the County Mobile Testing site or by their Primary Care Physician.</p> <p>**** Essential safety workers will continue to work unless directed otherwise by medical provider.</p>	<p><u>Work Related Exposure:</u> If employee is directed to isolate and the exposure was work related, may use COVID Admin leave until test results are received. Employee must report results to Supervisor, Manager or Department Head immediately. If negative, must have medical clearance letter to return to work. If positive, employee may submit Workers' Compensation paperwork and begin using own leave time, pending acceptance or denial of Workers' Compensation claim.</p> <p><u>Non-work Related Exposure:</u> If exposure is not work related, they will use their own leaves (sick, vacation or LWOP)</p> <p><u>Note:</u> If employee declines to test, they will be required to isolate per Public Health guidelines and may be required to use their own leaves.</p>	<p>Must isolate as directed by provider. As long as asymptomatic, may telework with Director approval *** or use (Sick leave; vacation; LWOP; FMLA, if qualified, SDI**)</p> <p>If exposure is work related, use COVID Admin leave.</p>	

	Status	Immediately	Three Days	Ongoing	End Result
5	Employee has no symptoms, but is subject to mandatory quarantine/isolation order or healthcare provider has directed self-quarantine (includes employees with pre-existing and vulnerable conditions)	These situations will be reviewed on a case by case basis and will involve an interactive process with HR. Please contact your assigned HR Analyst.			Employee may not return to work until medically released to return to work.
6	Employee is caring for someone who is quarantined or has been ordered by healthcare professional to self-isolate	Shelter at home as directed by medical provider. (sick leave, family illness sick leave or potential FMLA, or vacation at Manager's discretion)			Employee is to return to work or telework. May not return to work until medically released. Please call the Employee Health Center or personal physician or provider.

* Face coverings are mandatory at all times when inside buildings, outdoors as well if unable to social distance (6 feet apart) – consistent with Board Policy adopted on April 28, 2020.

** Public Safety employees are not eligible for SDI

*** For asymptomatic employees required to isolate, teleworking may be an option if approved by Department Head, if they are asymptomatic and able to work, and employee signs teleworking authorization form. Please see current teleworking authorization form on the intranet under Human Resources, LEAVE INFORMATION, COVID-19 Teleworking Authorization Form.

All County employees may be seen at the Employee Health Center regarding COVID-19 issues only. Their number is (559) 852-4040

**** Essential safety workers will continue working if indirectly exposed unless determined differently by medical provider.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM January 12, 2021

SUBMITTED BY: Community Development Agency – Greg Gatzka

SUBJECT: PUBLIC HEARING ON PROPOSED ORDINANCE TO AMEND THE COUNTY OF KINGS DEVELOPMENT CODE BY ADOPTING TEXT CHANGE NO. 668.16, AND CHANGE OF ZONE DISTRICT BOUNDARIES NO. 20-01

SUMMARY:

Overview:

On December 8, 2020, this Board adopted the Jackson Ranch Specific Plan as a part of the Kings County General Plan. Proposed Ordinance 668-2-20 will amend the County of Kings Development Code by adopting Development Code Text Change No. 668.16 and Change of Zone District Boundaries No. 20-01 which establish the development standards and land use regulations necessary to implement the Jackson Ranch Specific Plan.

Recommendation:

- a. Hold a public hearing to consider proposed Ordinance No. 668-2-20 addressing the Jackson Ranch Specific Plan; and
- b. Introduce Ordinance No. 668-2-20 and waive the first reading.

Fiscal Impact:

None to the General Fund. The applicant covers the application and any extraordinary processing costs. On January 5, 2021, the Board adopted a new Specific Plan Conformance review fee as part of its Master Fee Schedule to cover County costs for future processing of new construction within the Specific Plan area. This fee is part of the Master Fee Update for 2020. Once the project is developed, the Jackson Ranch development is anticipated to generate increased property and sales tax generation for the County and contribute additional General Fund revenue.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PUBLIC HEARING – SECOND READING FOR DEVELOPMENT CODE TEXT CHANGE NO. 668.16, AND CHANGE OF ZONE DISTRICT BOUNDARIES NO. 20-01

January 12, 2021

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(Cont'd)

Advisory Board Statement:

The Kings County Planning Commission, after receiving the staff report and holding a public hearing, adopted Resolution No. 20-11 on October 5, 2020 and recommends the Board adopt the Jackson Ranch Specific Plan and associated Development Code Text Change No. 668.16, and Change of Zone District Boundaries No. 20-01.

BACKGROUND:

The 2035 Kings County General Plan adopted on January 26, 2010, sets the County's land use goals, objectives and policies. The County has limited allowance for establishment of new areas for urban growth. One exception related to the County's economic growth strategy allows the creation of commercial and industrial uses along highway corridors and where services can be adequately provided. The segment of Interstate 5 through Kings County has only two interchange areas. One is at State Highway 41 in Kettleman City where highway commercial uses already exist, and the other location is an underutilized on-ramp/off-ramp area at Utica Avenue. This specific area is in an area that qualifies for the Federal Opportunity Zone designed to encourage job growth and investment through tax incentives over a ten-year period to businesses investing in the area. The County has encouraged development consideration at this location since the General Plan adoption, and has been working with property owners for the past several years. The Jackson Ranch Specific Plan (JRSP) proposal is the culmination of the applicant's efforts to provide a complete development proposal with provision of adequate services to the area to facilitate highway commercial development and other future growth expansion.

A Specific Plan is a different land use regulatory approach than the County's General Plan, Community Plans and Development Code as it establishes a framework of specific development policies, development standards, and design guidelines in establishing a more cohesive planned development approach for an entire project area. The JRSP is intended to shape development within the plan area through 2040 with a guiding vision defined by the plan. The JRSP will establish a Land Use Plan, Development Standards, administration for implementing the plan, and Design Guidelines. Three land use designations and one overlay designation are proposed and include Commercial Thoroughfare (CT-JR), Innovation Center (IC-JR), Specialty Agriculture (A-JR), and an Air Strip Overlay in the Specialty Agriculture area.

Under the JRSP, approximately 2.4 million square feet of commercial space is planned and designed around a full array of amenities as a rest stop and commercial hub along Interstate 5 that serves travelers. The plan encourages future growth and expansion through the creation of a variety of industrial and commercial uses that can centralize business operations along a midway point on Interstate 5 between Los Angeles and San Francisco. The first phase of development is the Commercial Thoroughfare consisting of 27.2 acres and envisioned as a transportation plaza providing food, lodging, amenities, and entertainment to both professional and leisure travelers along Interstate 5. The Innovation Center will allow future expansion and diversification on 114 acres through commercial office, light industrial, and other facilities. The remaining majority of the plan area will remain designated for agricultural uses on 267.8 acres providing greater opportunities for agricultural businesses, and have an airstrip overlay for future consideration.

Agenda Item

PUBLIC HEARING – SECOND READING FOR DEVELOPMENT CODE TEXT CHANGE NO. 668.16, AND CHANGE OF ZONE DISTRICT BOUNDARIES NO. 20-01

January 12, 2021

Page 3 of 6

The Community Development Agency has the responsibility to administer and maintain the Kings County General Plan and Kings County Development Code. In consideration of the JRSP and in conducting an internal consistency review of the County's General Plan, the Development Code and Zone Districts, staff is proposing minor changes to the 2035 Kings County General Plan, Kings County Development Code Text, and Change of Zone District Boundaries. These changes are outlined below in the staff report and will incorporate the JRSP by reference into these documents and make minor changes to maintain consistency between all documents.

On December 8, 2020, this Board reviewed and considered the Jackson Ranch Specific Plan and approved the plan as part of General Plan Amendment No. 19-01. Proposed Ordinance 668-2-20 will establish the development standards and land use regulations necessary to implement the Jackson Ranch Specific Plan.

The draft ordinance is attached and will make the following changes:

DEVELOPMENT CODE TEXT CHANGE

The Kings County Development Code must be amended to incorporate by reference the Jackson Ranch Specific Plan as it will serve to implement the specific plan area land use regulations. (Ordinance No. 668.16)

The following staff recommended changes are proposed:

1. TABLE OF CONTENTS

Amend the Table of Contents to add the underlined text.

<u>Article 26</u>	<u>Jackson Ranch Specific Plan</u>	<u>§§2601</u>	<u>26-1</u>
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2. Article 1. Development Code Enactment, Applicability, General Provisions and Exceptions Section 102 Relationship to General Plan

On page 1-1 by changing the following text with underlined added text.

Sec. 102. Relationship to General Plan: This Development Code implements the goals and policies of the *2035 Kings County General Plan*. Any permit or approval issued in compliance with this Development Code shall be consistent with the General Plan and all specific plans. In any case where there is a conflict between this Development Code and the General Plan, the General Plan governs. In relation to a specific plan area, the specific Plan regulations and standards apply.

3. Article 1. Development Code Enactment, Applicability, General Provisions and Exceptions Section 107 Applicability of the Development Code

On page 1-4 by adding the following underlined text.

H. Specific Plan: All development within a Specific Plan area shall comply with the requirements of this Development Code and the regulations and standards set forth in the

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relevant specific plan. Should there be an interpretive conflict between a specific plan and this Development Code, the specific plan takes precedence.

4. Article 2. Zoning Plan

Section 201 Adoption of Zoning Plan

On page 2-1 by changing the following text with underlined added text.

Sec. 201. Adoption of Zoning Plan: In order that comprehensive zoning regulations may be uniformly applied to all unincorporated territory with the adoption of this Development Code, an Official Zoning District Map is on file in the Kings County Community Development Agency office. The zoning plan divides the county into the separate zoning districts established by the Development Code text, consistent with the land use figures in the *2035 Kings County General Plan*.

The Zone Plan also maintains consistency with the four Community Plans and one Specific Plan adopted as part of or incorporated by reference in the General Plan. These include the Armona Community Plan, Home Garden Community Plan, Kettleman City Community Plan, Stratford Community Plan, and the Jackson Ranch Specific Plan.

5. Article 3. Establishment and Designation of Zoning Districts and Overlay Zones

On page 3-1 and 3-4 by changing the following text with underlined added text and adding Table 3-4.

Sections:

Sec. 301 - Zoning Districts

Sec. 302 - District Boundaries

Sec. 303 - Effect of District Regulations

Sec. 304 - Land Use Designation Equivalency

Sec. 305 - Overlay Zoning Districts

Sec. 306 – Jackson Ranch Specific Plan

Sec. 306. Jackson Ranch Specific Plan: The following Specific Plan Zone Districts are hereby established and incorporated in this Development Code by reference.

Table 3-4 Jackson Ranch Specific Plan Land Use	
Symbol	Agricultural District
A-JR	Specialty Agriculture (Air Strip Overlay allowance)
Commercial Districts	
CT-JR	Commercial Thoroughfare

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IC-JR	Innovation Center
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6. Add Article 26. Jackson Ranch Specific Plan and the following underlined text to incorporate the Jackson Ranch Specific Plan by reference.

Article 26. Jackson Ranch Specific Plan

Sections:

Sec. 2601 - The Jackson Ranch Specific Plan

Sec. 2601. Jackson Ranch Specific Plan Adoption. The Jackson Ranch Specific Plan is adopted as part of the Kings County Development Code by reference, and is incorporated in its entirety as Chapter 15 of the Kings County General Plan. As the Jackson Ranch Specific Plan serves as a land use policy document as well as applicable land use regulations and standards, the plan is adopted by Resolution for integration into the General Plan, as well as by Ordinance to serve as enforceable land use regulations and standards.

ZONE DISTRICT BOUNDARY CHANGE

The current zoning covering the entire plan area is zoned AG-40 (General Agriculture – 40 Acre min.). The Zone District Boundary must be changed to remove the AG-40 zone district and redefine the entire plan area as Jackson Ranch Specific Plan. The JRSP establishes three land use areas as defined on Figure 3.1 Land Use Plan on page 3-3 of the JRSP.

ENVIRONMENTAL REVIEW:

In conformance with the California Environmental Quality Act (CEQA), the County of Kings conducted an extensive environmental review of the Jackson Ranch Specific Plan. The environmental review process completed an Initial Study (IS)/Notice of Preparation (NOP) on August 29, 2019 with a public review period that concluded on September 29, 2019. The NOP was posted at the County of Kings Community Development Agency. Copies of the IS were also made available at County library branches in Armona, Corcoran, Hanford, Lemoore, Stratford, and Kettleman City. The County completed the scoping process where the public was invited to participate in providing comments from August 29, 2019 through September 29, 2019, and held a scoping meeting on September 18, 2019 at the Board of Supervisors Chambers.

The Final Environmental Impact Report (FEIR) State Clearinghouse No. 2019080497 has been prepared in accordance with the CEQA as amended (Public Resources Code § 2100 et seq.) and CEQA Guidelines (California Code of Regulations § 15000 et seq.).

The FEIR contains responses to comments received on the DEIR for Jackson Ranch Specific Plan during the 45 day public review period, which began June 30, 2020, and closed August 14, 2020. The FEIR has been

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prepared in accordance with CEQA and the CEQA Guidelines and represents the independent judgement of the Lead Agency. This document and the circulated DEIR comprise the FEIR, in accordance with CEQA Guidelines, Section 15132.

The Mitigation Monitoring and Reporting Program (MMRP) has been developed to provide a program for monitoring mitigation measures as outlined in the Draft and Final Environmental Impact Reports for JRSP. The MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code and Kings County monitoring requirements. The MMRP serves to document compliance with adopted/certified mitigation measures that are formulated to minimize impacts associated with future development that would be accommodated by the JRSP.

A Statement of Overriding Considerations has been prepared to address significant and unavoidable impacts related to Air Quality, Greenhouse Gas Emissions, and Transportation.

The Kings County Board of Supervisors approved the Final EIR for the Jackson Ranch Specific Plan on December 8, 2020.

ORDINANCE NO. 668-2-20

AN ORDINANCE APPROVING THE JACKSON RANCH SPECIFIC PLAN; AMENDING ARTICLE 1, SECTIONS 102 AND 107, ARTICLE 2, SECTION 201, AND ARTICLE 3, SECTION 306 OF THE KINGS COUNTY DEVELOPMENT CODE TO IMPLEMENT THE JACKSON RANCH SPECIFIC PLAN; CHANGING THE BOUNDARIES OF CERTAIN ZONES AND THE ZONE DISTRICTS OF AFFECTED PROPERTIES IN ACCORDANCE WITH THE PROVISIONS OF THE DEVELOPMENT CODE, ORDINANCE NO. 668; AND AMENDING THE OFFICIAL KINGS COUNTY ZONE DISTRICT MAPS

The Board of Supervisors of the County of Kings, State of California ordains as follows:

SECTION 1. Findings and Declarations.

A) On December 8, 2020, the Board of Supervisors approved Resolution No. 20-077 thereby amending the 2035 Kings County General Plan to include the Jackson Ranch Specific Plan as Chapter 15.

B) The Board of Supervisors now desires to amend the Kings County Development Code, codified as Appendix A of the Kings County Code of Ordinances, to establish consistency between the Kings County General Plan, the Development Code and the Jackson Ranch Specific Plan by establishing land uses, development standards, administration for implementation, and design guidelines for the Jackson Ranch Specific Plan area.

C) The Board of Supervisors further desires to amend the Kings County Zoning District boundaries as necessary to achieve the objectives of the Kings County Development Code, and consistency with both the 2035 Kings County General Plan and the Jackson Ranch Specific Plan, and finds that the changes designated in Exhibit "A" are consistent with the purposes and intended application of the zone classifications.

D) The Board of Supervisors specifically finds that these actions and changes, including but not limited to changes to the Zoning District boundaries, are in the public interest,

SECTION 2. Development Code Text Change No. 668.16 is hereby approved and the following amendments and additions to the Kings County Development Code are hereby made:

A) That Table of Contents of the County of Kings Development Code is hereby amended to add the underlined text as follows:

<u>Article 26</u>	<u>Jackson Ranch Specific Plan</u>	<u>§§ 2601</u>	<u>26-1</u>
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B) That Section 102 of the County of Kings Development Code is amended to add the underlined text and shall read as follows:

Sec. 102. Relationship to General Plan: This Development Code implements the goals and policies of the 2035 Kings County General Plan. Any permit or approval issued in compliance with this Development Code shall be consistent with the General Plan and all specific plans. In any case where there is a conflict between this Development Code and the General Plan, the General Plan governs.

In relation to a specific plan area, the specific plan regulations and standards apply.

- C) That Section 107 of the County of Kings Development Code is amended to add the underlined text and shall read as follows:

Sec. 107. Applicability of the Development Code:

A. Applicability to Property: This Development Code shall apply to the extent permitted by law to all property whether owned by private persons, firms, corporations, or organizations; by the United States of America or any of its agencies; by the State of California or any of its agencies or political subdivisions; by any County or City including the County of Kings or any of its agencies; or by any authority or public entity organized under the laws of the State of California; all subject to the exception of the following properties:

1. Public streets and alleys, except as described in Subdivision G of this Section
2. Underground utility lines and facilities
3. Underground communications lines
4. Overhead communications lines
5. Overhead electric distribution facilities, not to include overhead transmission lines, transmission substations and distribution substation
6. Railroad rights-of-way to the extent of 100 feet in width.

B. Compliance with Regulations: An existing land use is lawful only when it was legally established in compliance with all regulations applicable at the time the use was established and when it is operated and maintained in compliance with all applicable provisions of this Development Code. No land shall be used and no structures built or occupied except in compliance with the provisions of this Development Code.

C. Conflicting Regulations: Where conflict occurs with other County regulations or with state or federal laws, higher law shall control over lower law unless local variation is permitted. Where conflicting laws are of equal stature, the more specific provision shall control unless otherwise specified in this Development Code or in state or federal law. Where two conflicting laws are equally specific, the more recently enacted law controls.

D. Private Agreements: It is not intended that the requirements of this Code shall interfere with, repeal, abrogate or annul any easement, covenant, or other agreement that existed when this Development Code became effective. This Code applies to all land uses and development regardless of whether it imposes a greater or lesser restriction on the development or use of structures or land than an applicable private agreement or restriction, without affecting the applicability of any agreement or restriction. The County shall not enforce any private covenant or agreement unless it is a party to the covenant or agreement.

E. Conditional Zoning: This Development Code shall not interfere with, repeal, abrogate, or annul any Conditional Zoning Agreement established between the County and an applicant prior to the effective date of this Development Code.

F. Other Requirements May Still Apply: Nothing in this Development Code eliminates the need for obtaining any permit, approval or entitlement required by other provisions of the Code of Ordinances or complying with regulations of any city, county, regional, state or federal agency where applicable.

G. Certain Events in Public Rights-of-Way: Notwithstanding Subdivision A.1 of this Section, a temporary event held in any right-of-way in any subdivision, which right-of-way is open to the public and has been accepted on behalf of the public but not into the County maintained system pursuant to Streets and Highways Code section 941, shall require a temporary land use permit pursuant to Section 1107.G of this Development Code.

H. Applicability to Specific Plan: All development within a specific-plan area shall comply with the requirements of this Development Code and the regulations and standards set forth in the relevant specific plan. Should there be an interpretive conflict between a specific plan and this Development Code, the specific plan shall take precedence.

D) That Section 201 of the County of Kings Development Code is amended to add the underlined text and shall read as follows:

Sec. 201. Adoption of Zoning Plan: In order that comprehensive zoning regulations may be uniformly applied to all unincorporated territory with the adoption of this Development Code, an Official Zoning District Map is on file in the Kings County Community Development Agency office. The zoning plan divides the county into the separate zoning districts established by the Development Code text, consistent with the land use figures in the *2035 Kings County General Plan*.

The zoning plan also maintains consistency with the four community plans and one specific plan adopted as part of or incorporated by reference in the General Plan. These include the Armona Community Plan, Home Garden Community Plan, Kettleman City Community Plan, Stratford Community Plan, and the Jackson Ranch Specific Plan.

E) Article 3, Section 306 and Table 3-4 are hereby added to the County of Kings Development Code Article 3 with the text underlined below and shall read as follows:

Sections:

- Sec. 301 - Zoning Districts**
- Sec. 302 - District Boundaries**
- Sec. 303 - Effect of District Regulations**
- Sec. 304 - Land Use Designation Equivalency**
- Sec. 305 - Overlay Zoning Districts**
- Sec. 306 – Jackson Ranch Specific Plan**

Sec. 306. Jackson Ranch Specific Plan: The following specific plan zones are hereby established and incorporated in this Development Code by reference.

<u>Table 3-4 Jackson Ranch Specific Plan Land Use</u>	
<u>Symbol</u>	<u>Agricultural District</u>
<u>A-JR</u>	<u>Specialty Agriculture</u>
	<u>Commercial Districts</u>
<u>CT-JR</u>	<u>Commercial Thoroughfare</u>
<u>IC-JR</u>	<u>Innovation Center</u>

F) Article 26 is hereby added to the County of Kings Development Code with the underlined text and shall read as follows:

<u>Article 26. Jackson Ranch Specific Plan</u>

Sections:

Sec. 2601 - The Jackson Ranch Specific Plan

Sec. 2601. Jackson Ranch Specific Plan Adoption. The Jackson Ranch Specific Plan is adopted as part of the Kings County Development Code by reference, and is incorporated in its entirety as Chapter 15 of the Kings County General Plan. As the Jackson Ranch Specific Plan serves as a land use policy document as well as applicable land use regulations and standards, the plan is adopted by Resolution for integration into the General Plan, as well as by Ordinance to serve as enforceable land use regulations and standards.

SECTION 3. Zone District Boundary Change No. 20-01 is hereby approved which incorporates the following actions:

- A) The Board of Supervisors of the County of Kings finds that amendment of the Kings County Zone District Maps is required to achieve the objectives of the Kings County Development Code and consistency with both the 2035 Kings County General Plan and the Jackson Ranch Specific Plan, and that the changes designated in Exhibit “A” are consistent with the purposes and intended application of the zone classifications.
- B) All those portions of the unincorporated area of the County of Kings designated in Exhibit “A” of Change of Zone District Boundaries No. 20-01 which is attached hereto and fully incorporated by reference, are hereby adopted.
- C) The foregoing zone district changes shall be applied to official Kings County Zone District Maps.

SECTION 4. The Board of Supervisors of the County of Kings relies upon the Environmental Impact Report for the Jackson Ranch Specific Plan adopted by the Board on December 8, 2020, as the CEQA document for Development Code Text Change No. 668.16 and Change of Zone District Boundaries No. 20-01.

SECTION 5. This ordinance shall take effect and be in force thirty (30) days after its adoption, and before the expiration of fifteen (15) days after its passage, it shall be published once with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel, a newspaper of general circulation published in the County of Kings.

The foregoing ordinance was introduced at a regular meeting of this Board of Supervisors of the County of Kings held on January __, 2021, and was adopted at a regular meeting of the Board of Supervisors on January __, 2021, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSTAIN: SUPERVISORS
ABSENT: SUPERVISORS

Craig Pederson, Chairman
Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this ___th day of January, 2021.

Catherine Venturella
Clerk of said Board of Supervisors

EXHIBIT "A"
General and Geographical Descriptions
Change of Zone District Boundaries No. 20-01

1. Zone Map No. 301

Jackson Ranch Specific Plan

General Agriculture (AG-40) to Commercial Thoroughfare (CT-JR) (Map Attachment)

General: A portion of Assessor Parcel Number 048-010-016, 048-010-018 and 048-020-030

Geographic

Description: All that portion of Section 15 and the East half of Section 16, Township 23 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the unincorporated area of the County of Kings, State of California, described as follows:

BEGINNING at the Northwest corner of Section 15; thence South 89°06'11" East, 83.50 feet along the North line of the Northwest quarter of said Section 15 to a point on the Northeasterly line of the land described per the deed recorded April 26, 2011 as Document No. 1107278, Kings County Records; thence South 83°19'30" East, 208.79 feet along said Northeasterly line to a point on the Southwesterly Right-of-Way line of the West Side Freeway I-5; thence along said Northeasterly line and Right-of-Way line, the following 3 courses:

1. South 64°06'26" East, 597.90 feet to a point on a tangent curve; thence
2. Southeasterly 242.23 feet along said tangent curve concave to the Southwest and having a radius of 600.00 feet, through a central angle of 23°07'54"; thence
3. South 40°58'32" East, 74.34; thence

South 48°25'24" West, 301.70 feet; thence North 41°34'39" West, 266.92 feet to the beginning of a tangent curve; thence Northwesterly, 126.62 feet along said tangent curve concave to the Southwest, having a radius of 322.00 feet, through a central angle of 22°31'46"; thence North 64°06'26" West, 176.54 feet; thence South 24°09'17" West, 325.30 feet; thence North 89°00'54" West, 1051.81 feet; thence North 0°14'49" West, 5.44 feet; thence North 0°00'00" West, 74.14 feet; thence North 88°45'13" West, 830.66 feet; thence North 1°04'14" East, 543.57 feet to a point on the North line of said Section 16; thence South 89°04'32" East, 1598.74 feet along said North line to the POINT of BEGINNING;

Containing an area of 30.82 acres, more or less.

2. Zone Map No. 301

Jackson Ranch Specific Plan

General Agriculture (AG-40) to Innovation Center (IC-JR) (Map Attachment)

General: A portion of Assessor Parcel Number 048-010-016, 048-010-018 and 048-020-030

Geographic

Description: All that portion of Sections 15 and 16, Township 23 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government

Township Plat thereof, in the unincorporated area of the County of Kings, State of California, described as follows:

COMMENCING at the Northwest corner of Section 15; thence South 89°06'11" East, 83.50 feet along the North line of the Northwest quarter of said Section 15 to a point on the Northeasterly line of the land described per the deed recorded April 26, 2011 as Document No. 1107278, Kings County Records; thence South 83°19'30" East, 208.79 feet along said Northeasterly line to a point on the Southwesterly Right-of-Way line of the West Side Freeway I-5; thence along said Northeasterly line and Right-of-Way line, the following 3 courses:

1. South 64°06'26" East, 597.90 feet to a point on a tangent curve; thence
2. Southeasterly 242.23 feet along said tangent curve concave to the Southwest and having a radius of 600.00 feet, through a central angle of 23°07'54"; thence
3. South 40°58'32" East, 74.34 to the TRUE POINT of BEGINNING of this description; thence continuing along said Northeasterly line and Right-of-Way line, the following 2 courses:

1. South 40°58'32" East, 810.84 feet continuing along said Northeasterly line; thence
2. South 39°14'08" East, 365.02 feet; thence

South 50°45'52" West, 1471.17 feet; thence North 88°59'03" West, 738.74 feet; thence North 89°40'30" West, 65.22 feet; thence North 89°05'57" West, 1306.41 feet; thence North 0°32'56" East, 1758.40 feet; thence South 88°45'13" East, 616.87 feet; thence South 0°00'00" East, 74.14 feet; thence South 0°14'49" East, 5.44 feet; thence South 89°00'54" East, 1051.81 feet; thence North 24°09'17" East, 325.30 feet; thence South 64°06'26" East, 176.54 feet to the beginning of a tangent curve; thence Southeasterly, 126.62 feet along said tangent curve concave to the Southwest, having a radius of 322.00 feet, through a central angle of 22°31'46"; thence South 41°34'39" East, 266.92; thence North 48°25'24" East, 301.70 feet to the TRUE POINT of BEGINNING;

Together with all that portion of said Section 16, described as follows:

COMMENCING at the Northwest corner of said Section 15; thence North 89°04'32" West 1598.74 feet along the North line of said Section 16 to the TRUE POINT of BEGINNING of this description; thence South 1°04'14" West, 543.57 feet; thence North 88°45'13" West, 982.02 feet; thence North 1°09'00" East, 538.05 feet to the North line of said Section 16; thence South 89°04'32" East, 981.28 feet to the TRUE POINT of BEGINNING;

Containing an area of 122.90 acres, more or less.

3. Zone Map No. 301

Jackson Ranch Specific Plan

General Agriculture (AG-40) to Specialty Agriculture (A-JR) (Map Attachment)

General: A portion of Assessor Parcel Number 048-010-016, 048-010-018 and 048-020-030

Geographic

Description: A portion of Sections 15 and 16, Township 23 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the unincorporated area of the County of Kings, State of California, described as follows:

The East half of Section 16 lying North and East of the California Aqueduct together with that portion of land beginning at the Northwest corner of Section 15, Township 23 South, Range 19 East MDBM; thence South $89^{\circ} 01' 11''$ East along the North line thereof a distance of 83.55 feet to a point on the Westerly Right of Way of Interstate 5; thence along said Right of Way the following courses;

- 1) South $83^{\circ} 21' 55''$ East 208.80 feet;
- 2) South $64^{\circ} 07' 50''$ East 598.02 feet;
- 3) thence along a 600 feet radius curve through a central angle of $23^{\circ} 07' 09''$, from a radius point which bears south $25^{\circ} 54' 28''$ West an arc length of 242.10 feet;
- 4) South $40^{\circ} 58' 35''$ East 885.28 feet;
- 5) South $39^{\circ} 14' 12''$ East 2473.14 feet;
- 6) North $88^{\circ} 58' 56''$ West 3219.54 feet to a point on the West line of said section; thence North $01^{\circ} 03' 04''$ East along said line a distance of 2959.98 feet to a point of beginning.

Excepting therefrom the following two described areas:

BEGINNING at the Northwest corner of Section 15; thence South $89^{\circ} 06' 11''$ East, 83.50 feet along the North line of the Northwest quarter of said Section 15 to a point on the Northeasterly line of the land described per the deed recorded April 26, 2011 as Document No. 1107278, Kings County Records; thence South $83^{\circ} 19' 30''$ East, 208.79 feet along said Northeasterly line to a point on the Southwesterly Right-of-Way line of the West Side Freeway I-5; thence along said Northeasterly line and Right-of-Way line, the following 3 courses:

1. South $64^{\circ} 06' 26''$ East, 597.90 feet to a point on a tangent curve; thence
2. Southeasterly 242.23 feet along said tangent curve concave to the Southwest and having a radius of 600.00 feet, through a central angle of $23^{\circ} 07' 54''$; thence
3. South $40^{\circ} 58' 32''$ East, 74.34; thence

South $48^{\circ} 25' 24''$ West, 301.70 feet; thence North $41^{\circ} 34' 39''$ West, 266.92 feet to the beginning of a tangent curve; thence Northwesterly, 126.62 feet along said tangent curve concave to the Southwest, having a radius of 322.00 feet, through a central angle of $22^{\circ} 31' 46''$; thence North $64^{\circ} 06' 26''$ West, 176.54 feet; thence South $24^{\circ} 09' 17''$ West, 325.30 feet; thence North $89^{\circ} 00' 54''$ West, 1051.81 feet; thence North $0^{\circ} 14' 49''$ West, 5.44 feet; thence North $0^{\circ} 00' 00''$ West, 74.14 feet; thence North $88^{\circ} 45' 13''$ West, 830.66 feet; thence North $1^{\circ} 04' 14''$ East, 543.57 feet to a point on the North line of said Section 16; thence South $89^{\circ} 04' 32''$ East, 1598.74 feet along said North line to the POINT of BEGINNING; and

COMMENCING at the Northwest corner of Section 15; thence South $89^{\circ} 06' 11''$ East, 83.50 feet along the North line of the Northwest quarter of said Section 15

to a point on the Northeasterly line of the land described per the deed recorded April 26, 2011 as Document No. 1107278, Kings County Records; thence South 83°19'30" East, 208.79 feet along said Northeasterly line to a point on the Southwesterly Right-of-Way line of the West Side Freeway I-5; thence along said Northeasterly line and Right-of-Way line, the following 3 courses:

1. South 64°06'26" East, 597.90 feet to a point on a tangent curve; thence
2. Southeasterly 242.23 feet along said tangent curve concave to the Southwest and having a radius of 600.00 feet, through a central angle of 23°07'54"; thence
3. South 40°58'32" East, 74.34 to the TRUE POINT of BEGINNING of this description; thence continuing along said Northeasterly line and Right-of-Way line, the following 2 courses:

1. South 40°58'32" East, 810.84 feet continuing along said Northeasterly line; thence
2. South 39°14'08" East, 365.02 feet; thence

South 50°45'52" West, 1471.17 feet; thence North 88°59'03" West, 738.74 feet; thence North 89°40'30" West, 65.22 feet; thence North 89°05'57" West, 1306.41 feet; thence North 0°32'56" East, 1758.40 feet; thence South 88°45'13" East, 616.87 feet; thence South 0°00'00" East, 74.14 feet; thence South 0°14'49" East, 5.44 feet; thence South 89°00'54" East, 1051.81 feet; thence North 24°09'17" East, 325.30 feet; thence South 64°06'26" East, 176.54 feet to the beginning of a tangent curve; thence Southeasterly, 126.62 feet along said tangent curve concave to the Southwest, having a radius of 322.00 feet, through a central angle of 22°31'46"; thence South 41°34'39" East, 266.92; thence North 48°25'24" East, 301.70 feet to the TRUE POINT of BEGINNING;

Together with all that portion of said Section 16, described as follows:

COMMENCING at the Northwest corner of said Section 15; thence North 89°04'32" West 1598.74 feet along the North line of said Section 16 to the TRUE POINT of BEGINNING of this description; thence South 1°04'14" West, 543.57 feet; thence North 88°45'13" West, 982.02 feet; thence North 1°09'00" East, 538.05 feet to the North line of said Section 16; thence South 89°04'32" East, 981.28 feet to the TRUE POINT of BEGINNING;

Containing an area of 261.40 acres, more or less.