

**Board Members**

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



**Staff**

Edward Hill, County Administrative Officer  
Diane Freeman, County Counsel  
Catherine Venturella, Clerk of the Board

## Board of Supervisors Regular Meeting Agenda

**Date:** Tuesday, May 17, 2022  
**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>

The meeting can be attended telephonically, on the Internet by clicking this link:

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m0817e598dacc5d70aab1d16f39a6e067>

or by sending an email to [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

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[www.countyofkings.com](http://www.countyofkings.com) and click on the "Join Meeting" button or by clicking this link:

<https://youtu.be/dOP5K8bo0Tc>

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- I. 9:00 AM **CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
INVOCATION – Pastor Andrew Cromwell – Koinonia Church  
PLEDGE OF ALLEGIANCE

II. **UNSCHEDULED APPEARANCES**

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



- III. APPROVAL OF MINUTES**
- A.** Report out of Closed Session from the regular meeting for May 10, 2022.
  - B.** Approval of the minutes from the regular meeting for May 10, 2022.

- IV. CONSENT CALENDAR**
- A. Public Works Department:**
    - 1. a. Consider accepting the Final Map for Phase 4-3; and
    - b. Authorize the Clerk of the Board to sign the map.
    - 2. Consider approving the Deferred Improvement Agreement for Site Plan Review 21-05 (Humberto Raya Cabrera and Maria Angelica Perez Cisneros).
    - 3. Consider accepting the dedication for In-Lieu Parcel Map 21-02 (Donald Maciel, Daniel P. Maciel, Brenda Maciel, David A. Maciel, Debra L. Maciel) into the County Maintained Mileage.

- V. REGULAR AGENDA ITEMS**
- A. Community Development Agency – Chuck Kinney**
    - 1. Consider accepting the monthly report of Planning Commission’s actions.
  - B. Human Resources Department – Carolyn Leist/Melissa Avalos**
    - 1. Consider approving an Agreement with Koff & Associates, a division of Gallagher Benefit Services, Inc. for professional services to perform a Classification and Total Compensation Study beginning June 1, 2022.
    - 2. a. Consider approving the revised job specification for Clinical Program Manager;
    - b. Approve all Program Manager positions in Behavioral Health to flexibly allocate to a Clinical Program Manager; and
    - c. Allocate a 1.0 Full-Time Equivalency (FTE) position in Budget Unit 422200.
  - C. Public Works Department – Dominic Tyburski/Mike Hawkins**
    - 1. Consider adopting a Resolution certifying the County’s maintained road mileage for calendar year 2021.
  - D. Sheriff’s Office – David Robinson  
District Attorney’s Office – Keith Fagundes/Charlie Flores**
    - 1. Consider waiving the second reading and adopt an Ordinance to add the military equipment use policy pursuant to AB 481.
  - E. Sheriff’s Office – David Robinson**
    - 1. Consider adopting a Resolution designating May 18, 2022 as Peace Officers’ Memorial Day, and the week of May 15-21, 2022 as Police Week in Kings County with a Memorial Ceremony to be held on May 18, 2022.
  - F. Administration – Edward Hill**
    - 1. Consider appointing one member to the Kings County Behavioral Health Advisory Board.



**VI. 10:00 AM PUBLIC HEARING**

**A. Public Works Department – Dominic Tyburski/Mitchel Cabrera  
 County Counsel Department – Diane Freeman/Cindy Kliever**

1. a. Hold a Public Hearing and adopt an Ordinance for the creation of the Zone of Benefit 6-7 to impose a parcel tax in Phase 6-7 of the Armona North Subdivision for the purpose of road improvement and maintenance;
- b. Waive the second reading of the Ordinance No. 701 amending Chapter 2 of the Code of Ordinances; and
- c. Adopt the Ordinance No. 701 amending Chapter 2 of the Code of Ordinances.

**VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

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

**VIII. CLOSED SESSION**

- ◆ **Workers Compensation: (2 Cases) [Govt. Code Section 54956.95]**
- ◆ **Litigation initiated formally: Title:**  
BNSF Railway Company v. Alameda County, et al. US District Court Case No. 3:19-cv-07230-JCS  
**[Govt. Code Section 54956.9 (d)(1)]**  
**Litigation initiated formally: Title:** *Waggle v. County of Kings, et.al.* 21C-0282  
**[Govt. Code Section 54956.9 (d)(1)]**

**IX. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, May 24, 2022 at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

May 24	9:00 AM	Regular Meeting
May 31	-	Regular Meeting Canceled due to Observance of Memorial Day on Monday, May 30
June 7	9:00 AM	Regular Meeting
June 14	9:00 AM	Regular Meeting
June 21	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 - Chairman  
Richard Valle, District 2  
Doug Verboon, District 3  
Craig Pedersen, District 4  
Richard Fagundes, District 5 - Vice Chairman



**Staff**

Edward Hill, County Administrative Officer  
Diane Freeman, County Counsel  
Catherine Venturella, Clerk of the Board

## Board of Supervisors Regular Meeting Action Summary

**Date:** Tuesday, May 10, 2022  
**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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- I. 9:00 AM **CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
INVOCATION – Pastor Pablo Rovere – First United Methodist Church  
PLEDGE OF ALLEGIANCE  
ALL MEMBERS PRESENT

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



**Catherine Venturella, Clerk of the Board stated that the Board received a copy of an email from Jeremy Dias, which will become part of the permanent record for the minutes of today's meeting.**

**Aubrey Stanton, Kings County In-Home Supportive Services worker stated that workers deserve a raise and health benefits.**

**Yolanda White, Kings County In-Home Supportive Services worker asked the Board for higher wages for workers.**

**Estell Orsocos, Kings County In-Home Supportive Services worker asked the Board for higher wages for workers.**

**Wendy Newberry, Kings County In-Home Supportive Services worker asked the Board for higher wages for workers.**

**Nichole Fisher, Kings County Public Health Nursing Division Manager stated that May 6-12, 2022 is National Nurses week and wanted to take the opportunity to thank all the nurses for everything they do. She stated that May 12<sup>th</sup> is Florence Nightingale's birthday and gave a brief history of National Nurse week.**

**Lupe Villa, Kings County Registrar of Voters stated that on May 5, 2022 a Kings County resident called to inform the office that there was an error with the voters guide and once it was determined there was an error from the printer in Arizona a plan to get the information to voters was devised and set in motion by the next day. He stated that corrected voters guides are available online and will be mailed today.**

**William Lynch, Kings County Fire Chief introduced the Kings County Office of Emergency Services Manager, Abraham Valencia to the Board. Abraham Valencia thanked the Fire Chief for giving him the opportunity and stated that he is excited to do the job.**

**Monica Connor, Human Services Agency, Deputy Director stated that the County is currently in negotiations with the SEIU Local 521 Union representatives and held their last meeting on April 21, 2022 where the County made an offer and on May 5, 2022 the County received a counter offer and stated that the negotiations are going well.**

**III. APPROVAL OF MINUTES**

**A. Report out of Closed Session from the regular meeting for April 26, 2022.**

**REPORT OUT: Edward Hill, County Administrative Officer stated that the Board took no reportable action in closed session on April 26, 2022.**

**B. Approval of the minutes from the regular meeting for April 26, 2022.**

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

**IV. CONSENT CALENDAR**

**A. Agriculture Department:**

1. Consider authorizing the Agricultural Commissioner to sign the Agreement with the California Crop Improvement Association for the County's assistance with the seed certification program effective July 1, 2022. [Agmt 22-057]

**B. Behavioral Health Department:**

1. Consider approving the Estoppel Certificate on the Lease with Hanford P & J Associates, LLC. for 530 Kings County Drive, Suite 102 for the Lease term of June 1, 2018 through June 30, 2023.



- C. District Attorney's Office:**
1. Consider authorizing the advance step hire of Daniel Chandler as a Deputy District Attorney III at Salary Range 259.5, Step 5.
- D. Fire Department:**
1. a. Consider approving the FY-2019 Agreement with the City of Lemoore for the Lemoore Volunteer Fire Department to purchase Pagers/Radios, Thermal Imaging Cameras, Jaws of Life, and Breathing Apparatus; and **[Agmt 22-058]**
  - b. Consider approving the FY-2019 Agreement with the City of Hanford for the Hanford Police Department to purchase CERT Team Portable Radios, Chargers, and Personal Protective Equipment; and **[Agmt 22-059]**
  - c. Consider approving the FY-2021 Agreement with the City of Hanford for the Hanford Police Department to purchase Computer Aided Dispatch Citizen Alert Modules and Terrorist Incident Prevention Equipment.**[Agmt 22-060]**
- E. Human Resources:**
1. Consider approving the revised job specification for Fire Apparatus Engineer.
- F. Probation Department:**
1. a. Consider increasing appropriation in budget unit 233600-YOBG and account number 94000-Equipment by \$64,371; and
  - b. Increase revenue in budget unit 233600-YOBG and account number 89000 – Revenue Transfer In by \$64,371; and
  - c. Adopt the budget change. **(4/5 vote required)**
- G. Administration:**
1. a. Consider authorizing the County Administrative Officer to sign the Agreement between the Department of Water Resources of the State of California, Tulare Lake Basin Water Storage District, Westlands Water District, and the County for the transfer of 4,500 acre-feet of Table A water from Tulare Lake Basin Water Storage District to Kings County; and **[Agmt 22-061]**
  - b. Consider approving the Agreement between the County and Westlake Farms Incorporated holding the County harmless for being a party to the transfer Agreement between the Department of Water Resources of the State of California, Tulare Lake Basin Water Storage District, Westlands Water District, and the County for the transfer of 4,500 acre-feet of Table A water from Tulare Lake Basin Water Storage District to Kings County. **[Agmt 22-062]**
  2. Consider approving the third amendment Agreement between Kings County and Care ATC, for a three-year term to provide On-Site Medical Facility Management and services for Kings County Health Plan employee participants, their dependents and participating retirees from May 10, 2022 through March 31, 2025. **[Agmt 19-016.3] THE ITEM WAS PULLED FOR CORRECTION TO THE FISCAL IMPACT OF THE AGENDA ITEM, CHANGING THE INFORMATION FOR THE THIRD YEAR COSTS FROM \$627,334 TO \$657,334.**

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

**V.**

**REGULAR AGENDA ITEMS**

**A. Behavioral Health Department – Lisa Lewis/UnChong Parry**

1. Consider approving the Agreement with Destinations to Recovery, LLC dba Destinations for Teens for treatment services, retroactively effective from January 31, 2022 through January 31, 2023. **[Agmt 22-063]**

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

2. Consider adopting a Resolution proclaiming the month of May 2022 as Mental Health Matters Month in Kings County.**[Reso 22-036]**

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



**B. Human Services Agency – Wendy Osikafo/Monica Connor**

1. Consider adopting a Resolution recognizing May 2022 as Foster Care Month in Kings County. [Reso 22-037]

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

**C. Information Technology Department – John Devlin/Dave Shubert**

1.
  - a. Consider approving purchase of Veeam Backup software for Office 365.
  - b. Consider approving purchase of Iland cloud storage space.
  - c. Adopt the Budget Change. **(4/5 vote required)**

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

**D. Public Health Department – Rose Mary Rahn/Troy Hommerding**

1. Consider adopting a Resolution authorizing the Director of Public Health to sign a Local Enforcement Agency Grant application to California’s Department of Resources Recycling and Recovery, subsequently, execute all necessary Agreements to secure these grant funds for Kings County. [Reso 22-038]

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

**E. Public Works Department – Dominic Tyburski/Tim Breshears**

1. Consider approving a letter of support from the Kings County Board of Supervisors for the proposed California Historic Building Restoration Grant Program.

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

2. Consider adopting a Resolution proclaiming May 15-21, 2022, as “National Public Works Week” in Kings County. [Reso 22-039]

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

**VI.**

**STUDY SESSION**

**A. Administration – Edward Hill/Matthew Boyett**

1.
  - a. Receive information on Senate Bill 1383 implementation impacts of both the free-market and franchise zone models; and
  - b. Direct staff to take actions as deemed necessary for the implementation of Senate Bill 1383.

**The Board received an update and then discussed options for the County and due to no consensus from the Board, County Counsel asked the Board to officially vote for clarification.**

**ACTION: APPROVE THE FREEMARKET OPTION (DV, RF, JN-Aye; RV,CP-Abstain)**

**VII.**

**BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

**Supervisor Fagundes thanked everyone who worked to put together the Employee Recognition barbecue on May 3, 2022.**

**Supervisor Valle thanked everyone who worked behind the scenes on the Employee Recognition barbecue on May 3, 2022 and stated that he really enjoyed the beans. He apologized for being late this morning to the meeting it was due to a traffic incident.**

**Supervisor Verboon thanked everyone who worked on the Employee Recognition barbecue on May 3, 2022.**





**Supervisor Pedersen stated that he attended the “Save our communities” water meeting.**

**Supervisor Neves stated that he attended the Kings Waste & Recycling Authority meeting, Housing Authority of Kings County meeting, Local Agency Formation Commission, Kings County Area Public Transit Agency meeting, Kings County Association of Governments, attended the District Attorney’s Office/Victim Witness Division’s Victim Quilt display, attended the South Fork Kings Groundwater Surface Authority meeting, attended the Avenal Old Timer’s dinner, announced soft ball at Lemoore High school, announced at Lemoore Raceway, attended the West Hills College Paramedic Advisory committee meeting and is participating in the Adventist Health Community Needs Assessment project.**

- ◆ **Board Correspondence: Edward Hill stated that the Board received a letter from Mid-Kings River GSA regarding a Notice of Proposed Amendment of their GSP (Water Code Section 10728.4). The amended GSP will be presented to MKRGSA's Board of Directors during the period beginning May 30, 2022 and ending July 27, 2022 and stated that due to the time frame provided by the Department of Water Resources (DWR), there may not be time for a formal hearing. He stated that the Board received a letter from multiple Assembly and State Senate members (Salas, Gray, Villapudua, Cooper, Caballero & Hurtado) dated April 27, 2022, requesting 35% of Clean Cars 4 All funding for San Joaquin Valley Air Pollution Control District to continue support for this venture in the Valley. He stated that the Board was copied on a letter from MBK Engineers to the Division of Water Rights, regarding Tudor Mutual Water company Petition for Change Involving Water Transfer under License 6184 (Application 16401). He stated that the Board received a Save the Date regarding The City/County Coordinating meeting which will take place on Wednesday, June 1, 2022, at 6:00 p.m. with the location still TBD. The event will be hosted by the City of Corcoran and attendees should RSVP by Friday, May 20, 2022, by emailing Marlene Spain at [Marlene.spain@cityofcorcoran.com](mailto:Marlene.spain@cityofcorcoran.com) regarding placement on the agenda.**
- ◆ **Upcoming Events: Edward Hill stated that that there will be a job fair on Wednesday, May 11, 2022, from 9:00 a.m. to 1:00 p.m. at the Coyote Entertainment Center of the Tachi Palace at 17225-B Jersey Avenue in Lemoore. Organizers have said, “Come dressed for success with a resume in hand and two forms of identification.” Attendees should be prepared for on the spot interviews and hiring. The Santa Rosa Rancheria will be hiring, and full-time positions will enjoy medical benefits, dental, and vision plans with matching 401k, vacation & paid time off. He stated that Hanford’s Thursday Night Market Place in downtown Hanford at Civic Park is back every Thursday from 5:30 p.m. to 9:00 p.m. from May 12, 2022, through October 6, 2022. He stated that the Kings County Library will be hosting a free Origami Demo Class taught by Ray Thomas on Saturday, May 14, 2022, at 1:00 p.m. at the Hanford Library branch located at 401 N. Douty Street in Hanford. The Kings County Peace Officers’ Memorial will take place on Wednesday, May 18, 2022, at 10:00 a.m. in the Kings County Government Center Courtyard. This will be a celebration and memorial service hosted by the Lemoore Police Department. The Hanford Chamber of Commerce is hosting the Ambassador Leadership Luncheon which will take place on Wednesday, May 18, 2022, from 12:00 p.m. to 1:00 p.m. Todd Barlow, Superintendent of Schools for Kings County will be presenting the role of the County Office of Education, legislative advocacy, trends in education, and what it means to be a successful leader. The cost is \$10 for non-members and the lunch will be catered by Hobo Connection. The professional Latin American Association will be having its 7th Annual Taco Truck Throw Down Scholarship Fundraiser on May 21, 2022, from 5:00 p.m. to 10:00 p.m. on 7th Street in Downtown Hanford. Music will be provided by Mezcal. The Central California Blood Center will be holding the Kings County Employee Blood Drive on Monday, May 23, 2022 from 9:00 a.m. to 1:00 p.m. located in the Old Jury Parking lot at 1400 Lacey Blvd. The Kings County Library will be hosting a free Introduction to Acting Class taught by Lauren Roche on Saturday, May 28, 2022, at 1:00 p.m. at the Hanford Library branch located at 401 N. Douty Street in Hanford.**



- ◆ Information on Future Agenda Items: **Edward Hill stated that the following items would be on a future agenda: Administration – Appointments to the Behavioral Health Advisory Committee, Community Development Agency – monthly report of Planning Commission actions, Human Resources – Job Classification Revision for Clinical Program Manager in the Behavioral Health Department & Classification and total compensation study, Public Works – Approve the Deferred Improvement Agreement for site plan review 21-05 (Humberto Raya Cabrera, Maria Angellica Perez Cisneros), a grant purchase of new alternative fuel vehicles (4/5 vote), accept the dedication for in-lieu parcel map 21-02 into the County maintained mileage, accept the final map for Tract 756 phase 4-3, hold a public hearing - zone of benefit formation and parcel tax for road improvement and maintenance within zone of benefit 6-7, and adopt a resolution certifying Kings County’s maintained road mileage for 2021; Sheriff’s Office - waive the second reading and adopt an Ordinance to add the Military Equipment Use Policy pursuant to AB481, and adopt a resolution designating May 18, 2022 as Kings County Peace Officers' Memorial Day.**

**VIII. CLOSED SESSION**

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]  
 Negotiators: Edward Hill, Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore**
  - General Unit - CLOCEA
  - Supervisor’s Unit - CLOCEA
  - Blue Collar - SEIU
  - Detention Deputy’s Association
  - Firefighter’s Association
  - Deputy Sheriff’s Association
  - Probation Officer’s Association
  - Prosecutor’s Association
  - Unrepresented Management
- ◆ **Significant exposure to litigation: (1 case) [Govt. Code Section 54956.9 (d)(2)(e)(3)]  
 REJPORT OUT: Diane Freeman, County Counsel stated that if the Board takes action in closed session today it can be reported out at the next meeting.**

**IX. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, May 17, 2022 at 9:00 a.m.

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

<b><i>FUTURE MEETINGS AND EVENTS</i></b>		
May 17	9:00 AM	Regular Meeting
May 24	9:00 AM	Regular Meeting
May 31	-	Regular Meeting Canceled due to Observance of Memorial Day on Monday, May 30
June 7	9:00 AM	Regular Meeting
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**From:** [Jeremy Diaz](#)  
**To:** [BOS Questions](#)  
**Subject:** Teleconferencing Meetings  
**Date:** Tuesday, April 26, 2022 8:38:03 AM

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I request that the Kings County Board of Supervisors continue to offer teleconferenced meetings, pursuant to AB 361.

The Brown Act allows the legislative body of a local agency to use teleconferencing for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law. Utilizing teleconferencing for weekly BOS meetings allows people to participate in local government even if they are not able to be in BOS chambers on a Tuesday morning.

According to the County of Kings website: "All meetings are open to the public, and residents are encouraged to attend." The best way to encourage attendance is to allow people to attend from any location via teleconferencing.

Please continue to offer teleconferencing for all KC BOS meetings.

Thank you.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM May 17, 2022

**SUBMITTED BY:** Public Works Department – Dominic Tyburski/Mike Hawkins

**SUBJECT:** TRACT 756 PHASE 4-3

**SUMMARY:**

**Overview:**

The Subdivision Map Act requires the Board of Supervisors to accept all Final Maps prior to being recorded. Final maps are, in general, subdivisions of five lots or more.

**Recommendation:**

- a. Accept the Final Map for Phase 4-3; and
- b. Authorize the Clerk of the Board to sign the map.

**Fiscal Impact:**

There is no impact to the General Fund by this action. Any future maintenance costs will be borne by the Road Fund.

**BACKGROUND:**

This final map is Tract 756 Armona North Phase 4-3. This tract map subdivides property north of Front Street and west of 13<sup>th</sup> Avenue in Armona.

Pursuant to the conditions of approval for this land division, the right of way will be accepted by the County on behalf of the public, but the streets will not be accepted for maintenance. A zone of benefit has been formed to provide for the maintenance of these streets.

This map has been reviewed and meets all conditions of the Advisory Agency, the Subdivision Map Act and the Kings County Development Code.

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

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

May 17, 2022

**SUBMITTED BY:** Public Works Department-Dominic Tyburski/Michael Hawkins  
**SUBJECT:** DEFERRED IMPROVEMENT AGREEMENT FOR SITE PLAN REVIEW 21-05 (HUMBERTO RAYA CABRERA, MARIA ANGELICA PEREZ CISNEROS)

### **SUMMARY:**

#### **Overview:**

This Improvement Agreement is required by the Kings County Improvement Standards, Resolution 03-67, adopted by your Board on May 6, 2003, to comply with the conditions of approval set forth for Site Plan Review 21-05.

#### **Recommendation:**

**Approve the Deferred Improvement Agreement for Site Plan Review 21-05 (Humberto Raya Cabrera and Maria Angelica Perez Cisneros).**

#### **Fiscal Impact:**

None

### **BACKGROUND:**

The owners of this parcel, APN 016-182-036 (Humberto Raya Cabrera and Maria Angelica Perez Cisneros), have deferred improvements to this parcel until a future date as allowed by the Kings County Improvement Standards. Staff requests that your Board accept the agreement and authorize the Chair and Clerk of the Board to sign the agreement

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

Recorded at the request of:  
Board of Supervisors  
County of Kings

When recorded return to:  
Clerk to the Board  
1400 W. Lacey Blvd.  
Hanford, CA 93230

FEE EXEMPT 6103

Kings County Public Works Department

AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST  
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS

Project Identification:

This is an Agreement between the COUNTY OF KINGS, hereinafter referred to as "County," and **Humberto Raya Cabrera and Maria Angelica Perez Cisneros**, referred to as "Owner(s)."

WHEREAS, Owner(s) desires to develop the property described in Exhibit "A" and assessed as A.P.N.(s) 016-182-036 and wish to defer construction of permanent improvements, and whereas the County agrees to such deferment, provided Owner(s) agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This Agreement is an instrument affecting the title or possession of the real property described in Exhibit "A." All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Owner(s). Upon the sale or division of the property described in Exhibit "A" the terms of this Agreement shall apply separately to each parcel and the Owner(s) of each parcel shall succeed to the obligations imposed on Owner(s) by this Agreement. Upon annexation to any city, Owner(s) agrees to fulfill all the terms of this Agreement upon demand by such city as though Owner(s) had contracted with such city originally. Any annexing city shall succeed to all rights granted to County herein and may enforce such rights as though the city was the original contracting party.

II. IMPROVEMENTS

A. Owner(s) agrees to provide or construct the improvements described in Exhibit "B;" which improvements are deemed necessary as a result of the development of the property described in Exhibit "A."



- B. The County and Owner(s) agree that the improvements set forth in Exhibit "B" may be deferred until such time a storm sewer outfall becomes available.
- C. When the the County's Public Works Director determines that the reasons for the deferment of the improvements as set forth in Section II B. no longer exist, he/she shall notify Owner(s) in writing to commence their installation and construction. The notice shall be mailed to the current owners or owner of land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by Owner(s), the time within which the work shall commence, and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each Owner(s) shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner(s) is obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

### III. PERFORMANCE OF THE WORK

Owner(s) agrees to perform the work and make the payments required by the County as set forth herein or as modified by its Board of Supervisors. Owner(s) shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County Standards in effect at the time improvement plans are submitted for approval. Owner(s) agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner(s) fails to construct any improvements required under this Agreement, County may, at its option, do the work and collect all the costs from the Owner(s). If Owner(s) fails to pay for work done by the County under terms of this contract, the County may place a lien on the property in the amount of the work done. Permission to enter onto the property of Owner(s) is granted to County or its contractor as may be necessary to construct such improvements.

### IV. JOINT COOPERATIVE PLAN

Owner(s) agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements special assessment district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner(s) disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of the County. The decision of the Board shall be binding upon both County and Owner(s).

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by Resolution of the Board of Supervisors.

Owner(s) agrees to provide any necessary temporary drainage facilities, access road or other requirements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

VII. BONDS

Prior to approval of improvement plans by the County, Owner(s) may be required to execute and deliver to the County a faithful Performance Bond and a Labor and Materials Bond in an amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner(s) shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called for herein, a separate policy of insurance in a form and amount acceptable to the County.

IX. INDEMNITY

The Owner(s) shall assume the defense and indemnify and save harmless the County, the past and present members of the Board of Supervisors, County, its officers, agents and employees, from every expense, liability or payment by reason of injury, including death, to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Owner(s), Owners employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this Agreement, on any part of the premises, including those matters arising out of the deferment of permanent facilities or the adequacy, safety, use or nonuse of temporary facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the owner to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the \_\_\_\_ day of 7-15-21.

(Sign Names Exactly as They Appear on Deed of Title and Notarize)

Humberto Raya Cabrera

Maria Angelica Perez Cisneros

by: Humberto Raya Cabrera

by: *[Signature]*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

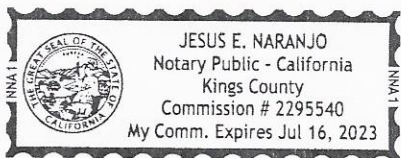
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Sacramento }

On 07/15/2021, before me, Jesus E Naranjo, Notary Public, personally appeared Humberto Raya Cabrera and Maria Angelica Perez Cisneros

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE *Jesus E. Naranjo*

PLACE NOTARY SEAL ABOVE

EXHIBIT "A" Description of Property

LOT 9 IN BLOCK "B" OF HOME GARDEN TRACT NO. 2, IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF FILED FOR RECORD JULY 12, 1948 IN BOOK 4 OF LICENSED SURVEYORS PLATS, PAGE 36, KINGS COUNTY RECORDS.

EXCEPTING THEREFROM ALL MINERAL RIGHTS AS RESERVED IN DEED FROM JOHN M. ARSENIO, ET AL RECORDED AUGUST 14, 1957 AS INSTRUMENT NO. 7719 IN BOOK 687 OF OFFICIAL RECORDS PAGE 587.

EXHIBIT "B" Type of Improvement(s) Required

The construction of curb, gutter, sidewalk, concrete drive approach and transition paving.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM May 17, 2022

**SUBMITTED BY:** Public Works Department – Dominic Tyburski/Mike Hawkins

**SUBJECT:** IN-LIEU PARCEL MAP 21-02 DEDICATION

### **SUMMARY:**

#### **Overview:**

This dedication is required by the Kings County Improvement Standards, Resolution 03-67, adopted by your Board on May 6, 2003.

#### **Recommendation:**

Accept the dedication for In-Lieu Parcel Map 21-02 (Donald Maciel, Daniel P. Maciel, Brenda Maciel, David A. Maciel, Debra L. Maciel) into the County Maintained Mileage.

#### **Fiscal Impact:**

There is no impact to the General Fund by this action. Any future maintenance costs will be borne by the Road Fund.

### **BACKGROUND:**

The owners of the parcel to be subdivided, (Donald Maciel, Daniel P. Maciel, Brenda Maciel, David A. Maciel, Debra L. Maciel) are required to dedicate additional right-of-way along the frontage of 15<sup>th</sup> Avenue as a condition of approval of this land division, to minimum 30 foot half-width required by the Improvement Standards. This land division, located on Excelsior Avenue west of 15<sup>th</sup> Avenue.

**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 May 17, 2022

**SUBMITTED BY:** Community Development Agency – Chuck Kinney

**SUBJECT:** MONTHLY REPORT OF THE PLANNING COMMISSION'S ACTIONS

**SUMMARY:**

**Overview:**

Monthly report of the Planning Commission's actions.

**Recommendation:**

Accept the monthly report of Planning Commission's actions.

**Fiscal Impact:**

None.

**BACKGROUND:**

At a regular meeting held Monday, May 2, 2022, the Kings County Planning Commission reviewed the following:

**ACTIONS AS THE PLANNING COMMISSION**

**CONDITIONAL USE PERMIT No. 21-02 (Pitman-Huffman Ranch)** – The Planning Commission considered a proposal expand an existing poultry farm from 249,300 chickens 1,700,550 chickens, 43 new barns and three single family residences for caretaker purposes. The project is located at 16445 Laurel Avenue, Stratford.

**CONDITIONAL USE PERMIT No. 22-02 (Valdez)** – The Planning Commission considered a proposal to establish a restaurant that will serve alcohol. The project is located at 13992 Ada Street, Suite #202, Armona.

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM May 17, 2022

**SUBMITTED BY:** Human Resources – Carolyn Leist

**SUBJECT:** AGREEMENT WITH KOFF & ASSOCIATES, A DIVISION OF GALLAGHER BENEFIT SERVICES, INC. FOR THE CLASSIFICATION AND TOTAL COMPENSATION STUDY

**SUMMARY:**

**Overview:**

Human Resources is seeking approval for an agreement with Koff & Associates, a division of Gallagher Benefit Services, Inc. to perform a Classification and Total Compensation Study.

**Recommendation:**

**Approve an agreement with Koff & Associates, a division of Gallagher Benefit Services, Inc. for professional services to perform a Classification and Total Compensation Study beginning June 1, 2022.**

**Fiscal Impact:**

The cost for the Classification and Total Compensation Study is \$608,260 and will be funded through the American Rescue Plan Act funding. The ARPA funding will cover the overall total of \$608,260 with no impact to the General Fund. The amount of the contract will be budgeted in next Fiscal Year recommended budget 2022/2023.

**BACKGROUND:**

In December 2021, the County submitted a Request for Proposals (“RFP”) to begin the selection process for a Classification and Total Compensation Study. The County awarded Koff & Associates, a division of Gallagher Benefit Services, Inc. (“Koff & Associates”) the bid after a thorough review of their credentials, references, and experience in performing comprehensive studies. Koff & Associates is an experienced Human Resources and Recruitment Services firm providing human resource services to public agencies for 38 years.

The last compensation study the County had completed was in 2016. Since then, the State approved several minimum wage increases requiring the County to increase position’s salaries that had wages below the new minimum wage.

(Cont’d)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **AGREEMENT WITH KOFF & ASSOCIATES, A DIVISION OF GALLAGER BENEFIT SERVICES, INC. FOR THE CLASSIFICATION AND TOTAL COMPENSATION STUDY**

**May 17, 2022**

**Page 2 of 2**

Only the positions identified to be below the minimum wage were increased leaving higher classifications stagnate and causing a significant compaction issue across many classifications.

The Classification and Total Compensation Study will highlight the following: review and compare the County's current salaries of identified benchmark classifications; review and compare the County's current benefit packages; review recommendations on where the County salary structure should be to maintain a competitive presence, including review of surrounding counties and cities, not comparable in sizes, but located in the surrounding areas; and review the Counties internal relationships among the benchmark classes and related classifications. The study would allow the County to evaluate and quantify measurable differences among positions and a review of current class specifications and assist with future strategies with the County's compensation philosophy, approach, and structure, including a review of the current labor markets.

Use of ARPA funds to pay for the study are eligible expenses under the public sector capacity. The final ARPA rule indicates that agencies can create a sustainable workforce in the long term through investments in hiring, recruitment, training, and compensation which this class and pay study does. It is imperative that governments work to address job losses and strengthen this critical workforce.

This Agreement was reviewed and approved by County Counsel and Administration.

Agreement No. \_\_\_\_\_

## COUNTY OF KINGS AGREEMENT FOR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on \_\_\_\_\_, 2022, between the County of Kings, a political subdivision of the State of California (“County”) and Koff & Associates, a division of Gallagher Benefit Services, Inc., a Delaware corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

### RECITALS

WHEREAS, the County requires services to implement and execute a classification and total compensation study;

WHEREAS, the County invited Requests for Proposals for said services under RFP 2022-25;

WHEREAS, the County selected Contractor; and

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

NOW, THEREFORE, the Parties agree as follows:

#### 1. SCOPE OF SERVICES

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

#### 2. RESPONSIBILITIES OF CONTRACTOR

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

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

Contractor affirms that it has reviewed **Exhibit A** and that in its professional judgment the work can and should be completed within the maximum amount of costs and time set forth in this Agreement.

### **3. COMPENSATION**

County shall pay Contractor in accordance with the attached **Exhibit A**, up to the maximum flat fee of \$608,260.00. Contractor is not entitled to, nor shall County pay Contractor any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Contractor monthly in arrears within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. County shall remit payment to Contractor at the address reflected in Section 19.

Should no or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately. In the event of a termination, or amendment under this paragraph, the County shall send written notice (the “Non-Appropriate Notice”) to Contractor in accordance with Section 19. If County tenders a Non-Appropriation Notice, County shall pay Contractor for all work satisfactorily completed and invoiced through the latest of the following dates: a) day Contractor receives the Non-Appropriation Notice; or b) the day prior to the termination date stated in the Non-Appropriation Notice.

### **4. TERM**

This Agreement commences on June 1, 2022, and terminates twelve (12) months thereafter (“Initial Termination Date”). County shall have the option to extend the terms of this Agreement by up to six (6) months on the same terms and conditions set forth in this Agreement and without additional compensation. To exercise said option, the County shall tender written notice to Contractor at least thirty (30) days before the Initial Termination Date.

### **5. RECORDS AND INSPECTIONS**

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

### **6. AMENDMENTS**

The Parties may modify this Agreement only by a written amendment signed by the Contractor and the County’s Board of Supervisors (“Board”), or other representative as authorized by the Board.

## 7. TERMINATION

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

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-defaulting Party shall provide written notice to the defaulting Party of its intention to terminate this Agreement and inform the defaulting Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting Party may submit a written proposal to the non-defaulting Party within that period, setting forth a specific plan to remedy the default and the date certain for completion. If the non-defaulting Party assents to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-defaulting Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Default; or iii) grant the defaulting Party additional time to cure.

b. Alternatively, the County may elect to cure the default and Contractor shall bear all expenses incurred the County in curing the breach.

2) Breach Not Subject to Cure. If the non-defaulting Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Default to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

D. Effects of Termination. Termination of this Agreement shall not terminate

Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

C. No Waiver of Breach or Default by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or default of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or default; nor iii) impair or prejudice any remedy available to the non-breaching Party.

## **8. INSURANCE**

Contractor shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

A. Commercial General Liability ("CGL") insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;

B. Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;

C. Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;

D. Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;

E. Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;

F. Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and

G. Crime insurance covering third-party crime and employee dishonesty with

limits of no less than \$1,000,000 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to County upon request.

## 9. INDEMNIFICATION

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

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

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

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

///

## **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

## **11. COMPLIANCE WITH LAW**

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

## **12. CONFIDENTIALITY AND TRADE SECRETS**

The Parties shall not use the other Party's confidential information, including Trade Secrets (defined below) ("Confidential Information") for any purpose other than performing under this Agreement, and both Parties shall prevent the unauthorized disclosure of Confidential Information. Upon either Party's receipt of third party's request to disclose Confidential Information, the Party shall promptly submit said request to the other Party.

Contractor shall maintain sole and exclusive ownership and of all right, title and interest in and to its intellectual property, trade secrets and derivatives thereof, which together are defined by Civil Code section 3426.1 ("Trade Secrets"). Contractor warrants it created and developed the Trade Secrets using: a) solely the resources of Contractor and/or one (1) or more of its affiliates; and b) none of the County's data or confidential information.

Contractor grants to County a nonexclusive, nontransferable, perpetual and worldwide license to use the Trade Secrets to the extent needed by County to use, understand and enjoy any of the following: a) the services described in **Exhibit A**; b) classification plan(s); c) compensation study(ies); d) implementation guidelines; e) interim and final report(s); f) any other reports, recommendations, studies, and actions plans; and g) data obtained and compiled under this Agreement.

## **13. CONFLICT OF INTEREST**

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their



associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

**14. NONDISCRIMINATION**

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

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

**15. SUBCONTRACTORS**

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

**16. ASSIGNMENT**

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

**17. UNFORESEEN CIRCUMSTANCES**

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

**18. OWNERSHIP OF DOCUMENTS**

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state. Notwithstanding the foregoing,

Contractor will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the County was used to create and which was developed entirely using Contractor's own resources. To the extent Contractor's intellectual property is necessary for the County to use the services provided, Contractor will grant to the County a non-exclusive, royalty-free license to Contractor's intellectual property solely for the County's use of such services.

## **19. NOTICE**

The Parties shall tender all notices necessary for the performance of this Agreement in writing and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed to:

### **County**

Attn: Carolyn Leist, Principal Personnel  
Analyst  
Kings County Human Resources 1400  
West Lacey Blvd., Building 7 Hanford,  
CA 93230

### **Contractor**

Koff & Associates, a division of Gallagher  
Benefit Services, Inc.  
2835 Seventh Street  
Berkeley, CA 94710

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

## **20. CHOICE OF LAW**

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California governs the validity, enforceability, and interpretation of this Agreement. The Parties entered into this Agreement in Kings County, rendering Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

## **21. SEVERABILITY**

If a court of competent jurisdiction finds any of this Agreement's provisions unenforceable, the remaining provisions remain enforceable as fully as possible and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

## **22. SURVIVAL**

The following sections of this Agreement survive its termination: a) Section 5,

Records and Inspections; b) Section 8, Insurance in accordance with Section 9; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

**23. NO THIRD PARTY BENEFICIARIES**

Unless otherwise specifically stated in this Agreement, the County and Contractor are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

**24. LIMITATION ON LIABILITY**

Notwithstanding anything other provision of this Agreement to the contrary, including Section 9 (Indemnification), the Parties liability under this Agreement shall not exceed the full contract price of \$608,260.00. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

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

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

**26. ELECTRONIC SIGNATURES; COUNTERPARTS**

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective agreement.

An original, executed Agreement may be imaged and electronically stored ("Electronic Copy"). The Parties may use an Electronic Copy in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the Electronic Agreement under the claim it was not originated or maintained in paper form.

///

27. AUTHORITY

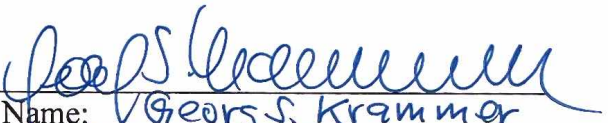
Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

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

COUNTY OF KINGS

Koff & Associates, a division of  
Gallagher Benefit Services, Inc.

By: \_\_\_\_\_  
Joe Neves, Chair  
Kings County Board of Supervisors

By:   
Name: George S. Krammer  
Title: Managing Director

ATTEST

RISK MANAGEMENT APPROVED AS  
TO INSURANCE

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

By:   
Name: \_\_\_\_\_ Kyria Martinez  
Title: Assistant County Administrative Officer

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By:   
Cindy Crose Kliever, Deputy County Counsel

Digitally signed by Cindy Crose  
Kliever  
Date: 2022.05.03 13:48:41 -07'00'

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Fees

**Exhibit C:** Kings County ADA Grievance Procedures



Exhibit A  
**Classification and Total Compensation Study**  
**Scope of Work (SOW)**  
 County of Kings

**Cost Option3:**

This third option is based on the following parameters:

1. Assuming that all 463 classifications will be studied.
2. Assuming that a number of these classifications can be consolidated and therefore only 400 classifications will be developed/updated.
3. Assuming that all classifications will be included in the compensation study but that the number is reduced to approximately 400 due to consolidation and that approximately 55% of classifications will be selected as benchmarks, i.e., up to 220.
4. Assuming that we will survey 12 comparator agencies.

Deliverables	Phase I: Classification Study	Hours
	Regular Meetings with Study Project Team and Other Stakeholders throughout Project, as Needed	100
A.	Meetings with Study Project Team and Management Staff for Initial Documentation Review	30
B.	Orientation Meetings with Employees and Distribution of PDQs	40
C.	Collection and Review of PDQs <i>Assumes 1 PDQ per each of the 463 classifications, plus 20% of employees submitting individual PDQs (for a total of up to 800 PDQs)</i>	270
D.	Interviews with Employees, Supervisors, and Management <i>Assumes 1 interview per classification plus 20% of employees having individual interviews (for a total of approximately 800 interviews)</i>	540
E.	Classification Concept & Preliminary Allocation	240
F.	Draft Class Description Development <i>Assumes that some classifications may be consolidated and approximately 400 class specifications need to be developed and/or updated</i>	1000
G.	Facilitation of Draft Class Description Review	180
H.	<i>Facilitation of Informal Appeals Support</i>	20
I.	Classification Plan and Draft of Interim Report and Final Report	36
	<b>Total Professional Hours -- Classification</b>	<b>2456</b>
	Combined professional and clerical composite rate: <b>\$170/Hour</b>	<b>\$417,520</b>
Phase II: Total Compensation Study		Hours
A.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	24
B.	Data from Comparators, Analysis and Preliminary Review of Data <i>Assumes up to 220 benchmarks and up to 12 comparators</i>	820
C.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	140
D.	Analysis of Internal Relationships and Alignment	30
E.	Compensation Structure and Implementation Plan	30

## Exhibit A

F.	Final Report and Guidelines for Implementation	36
G.	Formal Appeals Support *	50
H.	Final Presentation	12
	Anticipated hours for additional unscheduled meetings and phone calls	30
	<b>Total Professional Hours -- Compensation</b>	<b>1175</b>
	Combined professional and clerical composite rate: \$170/Hour	\$190,740
	Expenses are included in our combined composite rate:	N/A
	<i>Expenses include but are not limited to duplicating documents, binding reports, phone, fax, supplies, postage, travel expenses, per diem, etc.</i>	

	<b>TOTAL NOT-TO-EXCEED COST FOR PROJECT:</b>	<b>\$608,260</b>
	*Additional consulting will be honored at composite rate ( <b>\$170/Hour</b> )	
	** The project is agreed to on an hourly basis of 1,175 hours total at the rate of \$170 per hour. In the event some line items under-utilized budgeted time, this time may be shifted to other line items requiring additional emphasis unilaterally without further contract amendment.	

### KINGS COUNTY SCOPE OF WORK

The County desires human resources assistance to conduct a comprehensive Classification and Compensation study designed to evaluate and quantify measurable differences among positions in the County. The goal of each study includes:

- The goal of the Classification study is to discuss classifications to be studied, data collection process and employee communications strategies. Also review class specifications, the number of employees in each class, vacant classifications, personnel rules, reclassifications procedures, policies and procedures for revising classifications and other data as needed.
- The goal of the Compensation study is to discuss and make recommendations to the County's compensation philosophy, approach, and structure. Also included is a review of salary schedules, memorandum of understandings, survey agencies (or criteria to determine them), labor market policies, internal equity structure, and related documentation.
- The goal of the Classification and Compensation study is to establish a framework for the County to ensure a competitive, fair and equitable compensation system and to maintain a standardized and equitable classification system; to establish a compensation structure that aligns with compaction issues now and in the future; to simplify classification structures; to identify paths for career progression; to address recruitment and retention needs; to review minimum qualifications to facilitate recruitment of talent; and to re-examine the responsibilities, salaries/benefits and work performed.

The County has approximately 1,619.91 allocated positions assigned to 463 (per the table below) job classifications. The County has eight bargaining groups, not including middle management, confidential employees, department heads, and elected officials. The breakdown of classifications by groups include the following:

# Exhibit A

Group	Job Classifications
General Unit	236
Middle-Management/Confidential	113
Supervisors' Unit	29
Department Heads/Elected Officials	24
Blue Collar Unit	21
Prosecutors' Association	12
Deputy Sheriffs' Association	10
Detention Deputy Association	9
Firefighters' Association	4-5
Probation Officers' Association	4
TOTAL	463

## PHASE I – CLASSIFICATION

*Following are the typical steps we undergo in order to conduct a comprehensive assessment of a classification system, including reviewing/analyzing class descriptions, updating class descriptions as needed, ensuring FLSA, ADA, EEO compliance, etc.:*

### **Deliverable A. Meetings with Study Project Team and Management Staff and Initial Documentation Review**

- Identify client project team, contract administrator, and reporting relationships.
- Establish meetings dates and calendar with workgroup, including dates to meet with employees.
- Work with County departments to identify contacts for required information and identification of employees who will be surveyed.
- In conjunction with Human Resources, meet with labor groups to establish process of the Classification and Compensation study; hear the concerns, if any.
- Orientation and briefing sessions with the study project team and staff to explain methodology.
- Gather all pertinent documentation, including class descriptions for the classifications to be studied, organizational charts, personnel policies, memoranda of understanding, previous classification studies, salary schedules, etc.
- Review and agree to the position description questionnaire (“PDQ”), a class description format, comparator agencies, benchmark classifications, and benefits to be collected.
- Identify classifications and/or groups of similar classifications that may need to be combined, redesigned, and/or eliminated (e.g., Program Managers, Fiscal/Accounting, clerical, etc.).
- Receive recommendations from Koff as to the best practices (e.g., five comparable agencies similar to our agency versus ten) to ensure appropriate measurements are selected.

### **Deliverable B. Orientation Meetings with Employees and Distribution of PDQ**

- Design and discuss PDQ with the project team in order to customize it to meet study objectives; ensure both physical and cognitive/mental health requirements are included.
- Facilitate orientation meetings for all study participants and managers, and distribute the PDQ, begin the educational process that continues throughout the study, discuss the importance of employees’ involvement; elements that are not a part of the study will also be covered.
- Work with County to discuss the elements that are not part of the study that should still be considered in the long-term plan and rollout of the study (e.g., longevity pay, teleworking arrangements/reimbursements, work/life balance programs, etc.).
- Receive recommendations from Koff as to the best practices in determining the elements that should or should not be included in the study.

# Exhibit A

## **Deliverable C. Collection and Review of PDQ**

- At least a representative sample of employees in each of the classifications to be studied shall complete a PDQ; for multi-incumbent classifications we will accept group PDQs as well as individual PDQs, if employees so choose.
- Employees complete PDQs and their supervisor/manager will review, comment, and sign off on it. For any vacant positions, we ask that a supervisor complete a PDQ, assuming that the County will continue utilizing the classification.
- Contractor will review and analyze PDQs in detail along with other documentation.
- Identify positions that are in multi-incumbent classifications that are not working within the scope of their position; make recommendations on resolving these anomalies.
- Identify and provide recommendations on the classifications that need to be combined with other classifications, redesigned and/or eliminated (see Deliverable A).

## **Deliverable D. Interviews with Employees/Supervisors/Management**

- Interviews will be scheduled with at least a representative sample of employees per classification, either individually if in a single-incumbent class, as a group if a multi-incumbent class, or individually if requested by the employee; identify positions that departments claim are unique to the program that are performing majority of duties outside of the scope of their current position (*e.g.*, Patient Rights Advocates, Court representatives, and decentralized positions).
- Interviews will then be held with supervisory and management staff who will clarify their own responsibilities and/or confirm the information we have received in the interviews with their staff and/or provide additional clarifying information.
- The purpose of the interviews is to clarify and supplement the PDQ data and to respond to potential perception differences regarding roles, tasks, scope, and supervisory responsibilities.

## **Deliverable E. Classification Concept/Preliminary Allocation Development**

- Contractor's job evaluation will result in classification allocation recommendations that will be initially submitted to Human Resources and Administration team for review and approval; submit to project team for review and approval after Human Resources' and Administrations' initial review.
- Utilize the "whole position" classification methodology, including education, experience, problem solving/ingenuity, attention/stress, independence of action/responsibility, contacts with others, supervision exercised, consequence of action/decisions.
- For department heads only, the "whole position" classification methodology will include consideration of dual roles, such as the responsibility to maintain two (2) or more distinct positions, offices or functions.
- A document will be submitted that will list broad class concepts and highlight where significant changes may be recommended, such as expanding or collapsing class series and/or separating or combining classifications assigned to different functional areas; number of classifications and classification levels, and career ladders; and updating established titling guidelines for the studied classifications for appropriate and consistent titling.
- Incumbent-specific allocation recommendation for each studied position will be prepared, specifying current and proposed classification title and impact of our recommendations (reclassification, title change, or no change).
- Meet with the project team, HR, and management staff to review the proposed recommendations to the classifications being studied based on industry best practices and roles and responsibilities; provide the recommendation to employee representation for review.



# Exhibit A

## **Deliverable F. Draft Class Description Development/Update**

- New and/or updated class descriptions will be developed for each proposed classification, updating duties, responsibilities, and minimum qualifications of each class specification, or develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly.
- Review, analyze, and update knowledge, skills, abilities, education and experience, relevance and hierarchical consistency, position definitions, purpose, distinguishing characteristics, supervision received/exercised, position functions and special requirements, including licensing and certifications; add the physical requirements and work environment and Disaster Service Worker language to the job specifications.
- Determine exempt vs. non-exempt status in accordance with “white collar” exemptions under the Fair Labor Standards Act (“FLSA”) and ensure compliance with the Americans with Disabilities Act (“ADA”); notify Human Resources of any classifications that are not in compliance.

## **Deliverable G. Draft Class Description Review/ Employee Feedback Process**

- Submit new/updated classification descriptions to Project Team for review and discussion to ensure that no factual information is overlooked and that the recommendations are fair and consistent; receive final approval from Human Resources before submitting to individuals identified in next bullet.
- Next, submit draft copies of the classification allocation recommendation and new/updated class descriptions (if applicable) to each manager, supervisor, and employee, as well as employee representation, to provide comments and concerns regarding the recommendation and any modifications to the proposed class description (if applicable).
- Each employee receives a memorandum outlining what has been accomplished, a report regarding our analysis and classification recommendation, how to best review the draft classification specification, and how to provide feedback to us; supervisors and employee representatives receive a copy of their employees’/constituents’ classification report and class descriptions to review and provide additional information, as appropriate.
- Significant employee comments will be reviewed with Human Resources and management prior to making any significant changes to the proposed class recommendation.
- Allocation and/or class description changes will be made as required and the class specifications will be finalized and submitted for approval.

## **Deliverable H. Finalize Classification Recommendations/Final Report**

- Develop Final Report of the Classification Study for final review and comment.
- The Report will contain: documentation regarding study goals and objectives, classification methodology, approach, and process; all findings, analysis, and resulting recommendations, recommended allocation list, classification title changes, and other factors.
- Once we have received the County’s comments regarding the Final Report and have made any necessary changes, a Final Classification Report will be developed.

## **PHASE II -- COMPENSATION**

### **Deliverable A. List of Comparator Agencies, Benchmark Classifications and Benefits to be Collected**

- Identify appropriate comparator agencies based on a number of evaluation criteria (such as type of organization, size of organization, number of employees, size of budgets, population served, cost of living, etc.). We note the County would like the study to include surrounding counties perhaps including Fresno, Tulare, Madera, Merced & Kern. Identify whether surrounding cities will be utilized for Fire and Sheriff.
- Confirm classifications to be studied based on an internal relationship analysis of all classifications. For most smaller studies, we survey all classifications. For larger studies, we typically survey up to 65% of classifications as benchmarks and internally align un-benchmarked classifications.

## Exhibit A

- Identify/Confirm benefits to be collected, such as cash supplements, certification pay, auto allowance, employer-paid insurance premium contributions for health, dental, vision insurance, life insurance, leave benefits including holidays, sick leave, management leave (comp time), and vacation. Identify/Confirm benefits that County is considering for future that may have an impact on wages whether implemented or not (e.g., longevity pay, alternate work schedules, teleworking, etc.)
- Identify agencies who are also experiencing minimum wage compactions; provide recommendations that would address/remedy the issue, now and in the future.
- Consider current legislation that affect future minimum wage increases that would further affect the wages.

### **Deliverable B. Data from Comparators and Preliminary Data Review**

- Contractor to conduct all of the data collection and analysis to ensure validity of data and quality control; compare job description to job description; ensure matches of at least 70%.
- Review the County's existing job descriptions to ensure understanding of each position to be surveyed.
- Collect job descriptions, organization charts, and other information from comparator agencies via website, in person, or by telephone.
- Develop solutions when comparable agencies do not respond to the requests for information.
- Make preliminary "matches" using "whole position methodology" and then schedule appointments by telephone, and sometimes in person, with knowledgeable individuals to answer specific questions. Our "whole position methodology" includes factors such as education, experience, problem solving, supervision exercised, etc.
- Ensure a very high validity rate and produce data that is substantiated before management, employee representation as well as governing bodies.
- Enter data into spreadsheet format designed for ease of interpretation and use; review format designed with Human Resources.
- Present information in a format that will identify the comparator positions used for each class comparison.
- Calculate information based upon average and median figures, allowing the County to make informed compensation decisions.
- Collect and display benefit data in an easy-to-read format.
- Submit three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data.
- Special tables will be developed to display the results of the survey on various leave practices, such as holiday, vacation, and so forth.

### **Deliverable C. Draft Compensation Findings and Meeting with Project Team**

- Distribute draft findings to the County Human Resources and Administration.
- After the County's preliminary review, meet with the project team and various stakeholders to clarify data, receive requests for reanalysis of certain comparators; and answer questions and address concerns.
- Provide an opportunity for the project team and other stakeholders to review and question any of our recommended benchmark comparator matches.
- If questions arise, conduct follow-up analysis to reconfirm original analysis and/or make corrections.
- In conjunction with Human Resources team, meet and confer with Labor Unions to discuss the impacts of the recommended changes.

### **Deliverable D. Analysis of Internal Relationships and Alignment**

## Exhibit A

- Determine internal equity for both market driven and non-benchmarked positions.
- Develop internal position hierarchy based on the “whole position” classification methodology which we use to do the internal alignment.
- Consider factors such as the County's ability to recruit and retain employees in the current labor market, gender and minority equity, fair and equitable pay, future minimum wage increases, while also maintaining key internal relationships.
- Make recommendations regarding vertical salary differentials across the organization.

### **Deliverable E. Compensation Structure Development**

- Review and make recommendations regarding internal alignment and salary structure within which classifications are allocated, based upon the County's preferred compensation plan.
- Discuss draft recommendations with management team prior to developing Interim Report.

### **Deliverable F. Draft Compensation Report, Final Report and Guidelines for Implementation**

- Complete Draft Report and submit to the County's Human Resources and Administration for review, comment, and recommendations, including detailed compensation findings and recommendations; proposed salary ranges, and implementation issues; methodology for continued implementation and maintenance of recommendations.
- After the County's questions/concerns are addressed and discussed, create Final Compensation Report.

### **Deliverable G. Final Presentation**

- Our proposal includes one initial overview, one interim study session (to discuss the initial findings of the market salary study), and one final presentation to the Board, as needed.

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

## Exhibit B

County of Kings

2016 ADA Self-Evaluation

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

Dominic Tyburski, ADA Coordinator  
County Government Center  
1400 West Lacey Blvd.  
Hanford, CA 93230

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

2014-2-434 [99311]





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM May 17, 2022

**SUBMITTED BY:** Human Resources – Carolyn Leist/Melissa Avalos

**SUBJECT:** JOB CLASSIFICATION REVISION FOR CLINICAL PROGRAM MANAGER IN THE BEHAVIORAL HEALTH DEPARTMENT

**SUMMARY:**

**Overview:**

The Behavioral Health Department requested that Human Resources revise the job specification. The Clinical Program Manager classification is currently utilized in the Behavioral Health Department. Due to recent legislation, an additional allocation is needed at Behavioral Health for services to be provided at the Probation Department. The Administrative Office and Human Resources support the recommendations below.

**Recommendation:**

- a. Approve the revised job specification for Clinical Program Manager;
- b. Approve all Program Manager positions in Behavioral Health to flexibly allocate to a Clinical Program Manager; and
- c. Allocate a 1.0 Full-Time Equivalency (FTE) position in Budget Unit 422200.

**Fiscal Impact:**

The cost to flexibly allocate the positions for the remainder of FY 21/22 is \$2,516 in budget unit 422100, \$5,031 in 422200, and \$5,031 in 422500. The addition of 1.0 FTE Program Manager/Clinical Program Manager in 422200 for the remainder of FY 21/22 will cost \$25,611, bringing the total increase in budget unit 422200 for FY 21/22 to \$30,642. Although the additional 1.0 FTE will be allocated to Behavioral Health, the funding for this position will be provided by the Probation Department via the Juvenile Justice Realignment Block Grant program as outlined in WIC 1990 et seq. The department has sufficient appropriations to absorb the recommended actions in FY 21/22. The department's FY 22/23 requested budget includes sufficient appropriations to have all program managers flexibly allocated to a clinical program manager, and also includes the additional 1.0 FTE clinical program manager funded by the Probation Department.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **JOB CLASSIFICATION REVISION FOR CLINICAL PROGRAM MANAGER IN THE BEHAVIORAL HEALTH DEPARTMENT**

**May 17, 2022**

**Page 2 of 2**

#### **BACKGROUND:**

Pursuant to SB 823, the Department of Juvenile Justice (DJJ) closed its doors to all new intakes effective July 1, 2021, with the final closure scheduled for summer of 2023. Historically, Kings County commits an average of five youth to DJJ per year with a current population of eight Kings County youth in DJJ facilities. Given these numbers, the Kings County Juvenile Justice Coordinating Council subcommittee developed a local plan for Kings County to run its own Secure Youth Treatment Facility. One of the foundational elements of this plan is the hiring of a Clinical Program Manager. The allocation for the Clinical Program Manager position will be added to the Behavioral Health Department due to the requirement of oversight by someone with clinical credentialing; however, the incumbent will be assigned to the Probation Department to comply with current legislative requirements. The incumbent will oversee all behavioral health programming at the juvenile facility where the realigned youth will be housed, as well as work with the youth's families to facilitate their reentry into the community. This position will be able to provide clinical supervision, oversight and collaborate with all behavioral health professionals that may work within the probation system in Kings County.



## CLINICAL PROGRAM MANAGER

### DEFINITION

Under direction, to develop, oversee and direct all clinical and operational activities of assigned system of care; to supervise, train and direct staff; and to perform related duties as required.

### DISTINGUISHING CHARACTERISTICS

This is a single position management classification utilized in Behavioral Health Department. Reporting to the Director or their designee, incumbent provides clinical program administration, management, and oversight, including contract and grant compliance to the County Mental Health Plan.

### EXAMPLES OF DUTIES

*Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.*

Develops, oversees and directs all clinical and operational activities of assigned system of care (SOC) within Behavioral Health or other assigned locations; directs oversight of contractors and medical providers who provide crisis services, recovery oriented services, full service partnership services, assertive community treatment, and therapeutic behavioral services; in consultation with the Medical Director, sets and oversees the medical standards of practice for psychiatric care for all ages in Kings County; facilitates meetings; reviews, recommends, implements, and develops clinical policies and practices in compliance with State and Federal laws and other relevant regulations; provides assessment of clinical programs and services to ensure compliance with legislation, policies, and procedures; collaborates with contractors, County departments, community based organizations, and other entities related to clinical services provided; implements and enhances clinical programs in alignment with the Department's mission, State and Federal grants, contract agreements, plans and guidelines; responsible for the service delivery outcomes through utilization of data management systems and Electronic Health Records (EHR); prepares correspondence, records, reports, and recommendations; evaluates the performance of subordinate staff and participates in the selection, assignment, training, evaluation, and discipline of staff; assists in the development and administration of the clinical division budget and expenditures; assists in grant preparation, implementation of programs, and management of grant revenue; complies with reporting requirements on outcome measurements and evaluation of clinical services; facilitates needs assessments of the Department and community; builds, promotes, and maintains strong partnerships with community partners, institutions, vendors, service agencies, and organizations; attends meetings, forums, conference calls, State and Association work groups and other gatherings; serves on Boards, Commissions, and Coalitions that support the mission and vision of the Department; may maintain a small specialized caseload; complies and completes continuing education requirements under licensure; maintains professional license through Board of Behavioral Sciences or Board of Psychology, including the ability to clinically supervise subordinates and/or student intern hours toward licensure.

## MINIMUM QUALIFICATIONS

*Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:*

**Education:** Graduation from an accredited college or university with a Master's Degree in Social Work, Psychology, Counseling or Marriage and Family Therapy, or other course of study acceptable to the State of California Board of Behavioral Sciences or California Board of Psychology.

**Experience:** Three years of progressively responsible experience in mental health or alcohol/drug program services in a social services setting, behavioral health agency, educational environment, or medical organization, including a least two years in a supervisory capacity. Substitution: Graduation from an accredited college or university with a Doctorate in Clinical Psychology, or other course of study acceptable to the State of California Board of Psychology or Behavioral Sciences may substitute for one year of the non-supervisory experience above.

**Desirable Qualifications:** Bilingual fluency in Spanish/English is desirable but not required. Supervisory experience in clinical supervision and/or lead direction of unlicensed clinical or licensed para-professional staff, or student interns is preferred.

**License:** (1) Possession of a valid license as a Clinical Social Worker, Marriage and Family Therapist, Psychologist, or Professional Clinical Counselor issued by the California State Board of Behavioral Science or Board of Psychology; (2) Possession of a valid appropriate California driver's license issued by the Department of Motor Vehicles at the time of appointment.

**Special Requirements:** Ability to qualify for security clearance through a background investigation which includes fingerprinting; ability to travel in-county and out-of-county to attend meetings and conferences.

**Knowledge of:** Clinical principles, theories, techniques and practices used in a behavioral health setting; laws, regulations and ethical standards governing behavioral health treatment, delivery of clinical services, and medical records; intensive and long-term case management services in a wellness and recovery evidence-based framework; characteristics of mental illness and substance abuse disorders; cultural competency theory, practice and its application in behavioral health settings with diverse consumers, their families and communities; effective principles, practices, and techniques of personnel management, training, and supervision; program design principles, development, administration, and evaluation methods; effective statistical and analytical research methodology and reporting; fiscal management; administration of grants and contracts; community needs and resources; effective communication skills.

**Ability to:** Plan, organize, and coordinate a behavioral health system of care to ensure effective delivery of services; supervise, guide and monitor subordinate staff and licensed and unlicensed clinicians; identify and evaluate normal and abnormal behavior tendencies; apply crisis intervention techniques; exercise appropriate judgment; provide direction,

supervision and clinical oversight; communicate effectively in both oral and written forms to other behavioral health staff, consumers, their family members and other community members; establish and maintain effective interpersonal relationships at all organizational levels with professional/paraprofessional staff, consumers and families, and with the public; initiate, analyze, and maintain a variety of reports, correspondence, policies and departmental documentation in standard form and language; gather and analyze data; prepare clear, concise and effective reports and recommendations; utilize various types of electronic and/or manual recording and data information systems; tracking subordinates staff progress and documents for accountability; establish and maintain effective work relationships with management team members, agency staff, and those contacted in the course of work; work with individuals and groups from various socioeconomic and cultural backgrounds; work with people in custody inside a lockdown facility; take appropriate course of action under stressful situations; possess keyboarding skills and familiarity with Word or equivalent word processing programs; and safely operate a motor vehicle.

**Work Environment/Physical Requirements:** Works primarily in an office/clinical environment, including sit and work at a desk working with computer equipment, on the phone and in frequent contact with others; regularly work with general office equipment and files; hear and communicate orally in person, by computer, and over the phone, make oral and audio/visual presentations; physical agility and strength to lift, move and carry files, operate keyboard and computer, handle files, and safely operate motor vehicle; vision and hand/eye coordination for use of computer/office equipment, to drive and read; follow safe work practices as directed and trained. Travel to other offices, home or school visits, and meeting sites; interact with members of the public who are mentally ill and chemically dependent; work with individuals that may become confrontational, potentially hostile and violent; some positions will be assigned to perform duties inside a severely controlled access or lockdown facility; may be exposed to traffic hazards, adverse weather conditions, and temperature and noise extremes. Current business computers and Microsoft Office software programs are utilized on a daily basis and are considered essential to completion of most job assignments.

**Disaster Service Workers:** All Kings County employees are designated "Disaster Service Workers" through state and local laws (CA Government Code Sec. 3100-3109 and Emergency Services Chapter 6-8 via adoption of local Ordinance No. 361 § 1, 2-25-75). As Disaster Service Workers, all County employees are expected to remain at work, or to report for work as soon as practicable, following a significant emergency or disaster.

Overtime Status: Exempt Medical Group: C Probationary Period: One (1) year
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Department Head Signature

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Date

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Human Resources Director Approval

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Date

## CLINICAL PROGRAM MANAGER

### DEFINITION

Under direction, to ~~develop, oversee and direct all clinical and operational activities of assigned system of care~~ provide program management, improvement of systems of care, contract and grant compliance support to the Director Behavioral Health Department's in its mission to prevent substance abuse, addiction, and mental illness; ~~to~~ supervise, train and direct Mental Health Clinician staff; ~~to assign and monitor cases, counsel to competency in accordance with Board of Behavioral Sciences (BBS); and to performs~~ related ~~work duties~~ as required.

### DISTINGUISHING CHARACTERISTICS

This is a single position management classification utilized in Behavioral Health Department. Reporting to the ~~Deputy Director~~ or their designee, incumbent provides ~~general clinical~~ program ~~administration,~~ management, and oversight, including contract and grant compliance ~~management and oversight~~ to the County Mental Health Plan.

### EXAMPLES OF DUTIES

*Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.*

~~Develops, oversees and directs all clinical and operational activities of assigned system of care (SOC) within Behavioral Health or other assigned locations; Provides clinical oversight and direction to agency through the supervision of a clinical division; directs oversight of contractors and medical providers who provide crisis services, recovery oriented services, full service partnership services, assertive community treatment, and therapeutic behavioral services; in consultation with the Medical Director, sets and oversees the medical standards of practice for psychiatric care for all ages in Kings County; facilitates meetings; reviews, recommends, implements, and develops clinical policies and practices in alignment compliance with State and Federal laws and other relevant regulations and regulations of licensed, unlicensed, and practicum mental health employees and interns; clinically supervises mental health interns and student undergraduate placements; provides training and assignment assessment of clinical interventions, direction, skills sets, techniques, theory and practical application of information programs and services to ensure compliance with legislation, polices, and procedures; ; documents progress and reports demonstrating the effectiveness toward the progression of licensure by mental health interns; collaborates with contractors, County departments, community based organizations, and other entities related to clinical services provided assigns all clinical referral for Department, including cases for roving clinician, staff, interns, stipend students and contracted clinicians; disseminates information and updates, as well as professional development opportunities to all clinical staff; develops, implements and enhances clinical programs in alignment with the Department's mission, and State and Federal grants, contract agreements, plans and guidelines; responsible for the plan and service delivery outcomes through utilization of data management systems and Electronic Health Records (EHR); provide technical and professional consultation on complex program matters; recommends and develops clinical policies and practices in alignment with laws and regulations of license, unlicensed, and practicum mental health employees and interns; prepares correspondence, records, reports, and recommendations; evaluates the performance of subordinate staff review and participates in the selection, assignment, training, evaluation, and discipline of staff; includes~~

~~basic supervision to specialized areas, such as Parent-Child Interaction Therapy (PCIT), Trauma Focused Care, Eye Movement Desensitization and Reprocessing Therapy (EMDR), and other evidence-based practices; assists other divisions with ongoing quality assurance processes to improve and enhance access and effectiveness of behavioral health system of care; responsible~~assists in the development and administration of the ~~for~~ clinical division budget and expenditures; assists in grant preparation, implementation of programs, and management of grant revenue; complies with reporting requirements on outcome measurements and evaluation of clinical services; facilitates needs assessments of the Department and community ~~regarding the growth and improvement of outreach, education, intervention and prevention~~; ~~engages schools and community-based organizations (CBO) in clinical aspects and practices that will enhance Behavioral Health in Mental Health Services Act principles~~; builds, promotes, and maintains strong partnerships with community partners, institutions, vendors, service agencies, and organizations; ~~attends~~ meetings, forums, conference calls, State and Association work groups and other gatherings; ~~acting as subject matter expert and departmental representative for Behavioral Health services~~; serves on Boards, Commissions, and Coalitions that support the mission and vision of the Department; ~~manages and may~~ maintains a small specialized caseload; ~~to retain core competencies and~~ complies and completes continuing education requirements under licensure; maintains professional license through Board of Behavioral Sciences or Board of Psychology, ~~through trainings, continuing education, and professional growth and specialization opportunities~~, including the ability to clinically supervise subordinates and/or student intern hours toward licensure.

## MINIMUM QUALIFICATIONS

*Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:*

**Education:** Graduation from an accredited college or university with a ~~Master's Degree~~Master's Degree in Social Work, Psychology, Counseling or Marriage and Family Therapy, or other course of study acceptable to the State of California Board of Behavioral Sciences or California Board of Psychology.

**Experience:** Three years of progressively responsible experience in mental health or alcohol/drug program services in a social services setting, behavioral health agency, educational environment, or medical organization, including a least two years in a supervisory capacity. ~~Supervisory experience must include: clinical supervision and/or lead direction of unlicensed clinical or licensed para-professional staff, or student interns.~~ Substitution: Graduation from an accredited college or university with a Doctorate in Clinical Psychology, or other course of study acceptable to the State of California Board of Psychology or Behavioral Sciences may substitute for one year of the non-supervisory experience above.

**Desirable Qualifications:** ~~Experience in programmatic or clinic oversight and budgetary responsibilities is preferred but not required.~~ Bilingual fluency in Spanish/English ~~and the ability to accurately and appropriately translate program information for individuals and groups in the Spanish-speaking community~~ is desirable but not required. Supervisory

experience in clinical supervision and/or lead direction of unlicensed clinical or licensed para-professional staff, or student interns is preferred.

**License:** (1) ~~Possession of a valid Clinical Social Worker (LCSW) or Marriage and Family Therapist (MFT) License issued by the California State Board of Behavioral Science;~~Possession of a valid license as a Clinical Social Worker, Marriage and Family Therapist, Psychologist, or Professional Clinical Counselor issued by the California State Board of Behavioral Science or Board of Psychology; (2) Possession of a valid appropriate California driver's license issued by the Department of Motor Vehicles at the time of appointment.

**Special Requirements:** Ability to qualify for security clearance through a background investigation which includes fingerprinting; ability to travel in-county and out-of-county to attend meetings and conferences.

**Knowledge of:** Clinical Pprinciples, theories, techniques and practices used in ~~clinical social work and marriage and family therapy~~a behavioral health setting, including techniques used for the diagnosis of and behavioral health sciences for chronically mentally ill and emotionally disturbed consumers; use of evidence-based and promising practices in service delivery; recovery model principles; laws, regulations and ethical standards governing behavioral health treatment, delivery of clinical services, and medical records; behavioral health interviewing techniques and treatment methods; intensive and long-term case management services in a wellness and recovery evidence-based framework; characteristics of mental illness and substance abuse disorders; cultural competency theory, practice and its application in behavioral health settings with diverse consumers, their families and communities;

#### **MINIMUM QUALIFICATIONS (continued)**

~~effective~~effective principles, practices, and techniques of personnel management, training, and supervision; ~~fiscal management and budget administration; principles of~~principles, development, administration, and evaluation methods; effective statistical and analytical research methodology and reporting; fiscal management; administration of grants and contracts; community needs and resources; effective communication skills.

**Ability to:** Plan, organize, and coordinate a behavioral health system of care to ensure effective delivery of services; ~~S~~Supervise, guide and monitor subordinate staff and licensed and unlicensed clinicians in core competencies in accordance to Board of Behavioral Health Sciences (BBS) and other laws and regulations; identify and evaluate normal and abnormal behavior tendencies; ~~prioritize, rank and group these behaviors leading to an appropriate diagnostic label(s) within the consumer's cultural and linguistic perspective;~~ in collaboration with the consumer, their family and other supportive parties, develop a goal directed and time limited wellness and recovery/treatment plan; apply crisis intervention techniques; exercise appropriate judgment; provide direction, supervision and clinical oversight ~~in outcome measured culturally appropriate behavioral health system of care services;~~ communicate effectively in both oral and written forms to other behavioral health staff, consumers, their family members and other community members about wellness and recovery mental health philosophy, terminology, and concepts in an

~~understandable, non-threatening manner; establish and maintain effective interpersonal relationships at all organizational levels with professional/paraprofessional staff, consumers and families, and with the public; initiate, analyze, -and maintain a variety of reports, correspondence, policies and departmental documentation in standard form and language; gather and analyze data; prepare clear, concise and effective reports and recommendations; utilize various types of electronic and/or manual recording and data information systems; tracking subordinates staff progress and documents for accountability; establish and maintain effective work relationships with peer-management team members, agency staff, and with those contacted in the performance of required duties~~course of work; work with individuals and groups from various socioeconomic and cultural backgrounds; work with people in custody inside a lockdown facility; take appropriate course of action under stressful situations; participate in agency staff meetings; keep current with and train for new developments, trends of thoughts, and literature in the fields of psychology and mental health services, especially evidence based practices and wellness and recovery models and any other areas that the department determines are priority; provide clinical direction, oversight, mentoring, training, and skill sets for other licensed and paraprofessional staff; organize and perform assigned behavioral health duties; establish and maintain effective interpersonal relationships at all organizational levels with professional/paraprofessional staff, consumers and families, and with the public; possess keyboarding skills and familiarity with Word or equivalent word processing programs; and safely operate a motor vehicle.

**Work Environment/Physical Requirements:** Works primarily in an office/clinical environment, including sit and work at a desk working with computer equipment, on the phone and in frequent contact with others; regularly work with general office equipment and files; hear and communicate orally in person, by computer, and over the phone, make oral and audio/visual presentations; physical agility and strength to lift, move and carry files, operate keyboard and computer, handle files, and safely operate motor vehicle; vision and hand/eye coordination for use of computer/office equipment, to drive and read; follow safe work practices as directed and trained. Travel to other offices, home or school visits, and meeting sites; interact with members of the public who are mentally ill and chemically dependent; work with individuals that may become confrontational, potentially hostile and violent; some positions will be assigned to perform duties inside a severely controlled access or lock-down facility; may be exposed to traffic hazards, adverse weather conditions, and temperature and noise extremes. ∴ ~~Mmake oral and audio/visual presentations before the Board of Supervisors and others.~~ Current business computers and Microsoft Office software programs are utilized on a daily basis and are considered essential to completion of most job assignments.

**Disaster Service Workers:** All Kings County employees are designated "Disaster Service Workers" through state and local laws (CA Government Code Sec. 3100-3109 and Emergency Services Chapter 6-8 via adoption of local Ordinance No. 361 § 1, 2-25-75). As Disaster Service Workers, all County employees are expected to remain at work, or to report for work as soon as practicable, following a significant emergency or disaster.

Overtime Status: Exempt Medical Group: C Probationary Period: One (1) year
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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 May 17, 2022

**SUBMITTED BY:** Public Works Department – Dominic Tyburski  
**SUBJECT:** RESOLUTION CERTIFYING KINGS COUNTY'S MAINTAINED ROAD MILEAGE FOR 2021

**SUMMARY:**

**Overview:**

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

**Recommendation:**

Adopt a Resolution certifying the County's maintained road mileage for calendar year 2021.

**Fiscal Impact:**

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

**BACKGROUND:**

The State uses the number of road miles maintained by local jurisdictions in the various formulas to calculate the distribution of gas tax revenues to the counties throughout the State. As a result, the Board of Supervisors is required to certify the amount of road miles maintained each year to the State Controller. In 2021, there were no changes to the County's maintenance responsibility. The maintained mileage to be certified for 2021 is 926.5 miles, which is the same as 2020.

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

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

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

IN THE MATTER OF PETITION TO  
CALIFORNIA STATE CONTROLLER/

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Public Works Department on May 18, 2021, certified to the State Controller the total mileage of maintained County Roads in the unincorporated territory of the County of Kings to be 926.5 miles;

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

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

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 17th of May, 2022, by the following vote:

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

\_\_\_\_\_  
Joe Neves  
Chairman of the Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 17th day of May, 2022.

\_\_\_\_\_  
Clerk of Said Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM May 17, 2022

**SUBMITTED BY:** Sheriff's Office – David Robinson  
District Attorney – Keith L. Fagundes/Charlie Flores

**SUBJECT:** SECOND READING AND ADOPTION OF AN ORDINANCE ADOPTING THE  
MILITARY EQUIPMENT USE POLICY PURSUANT TO AB481

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office and Kings County District Attorney's Office jointly request the second reading and adoption of the Ordinance regarding Assembly Bill (AB) 481 and a Military Equipment Use Policy. AB 481 requires law enforcement agencies to obtain approval from a local governing body before requesting, acquiring, seeking funds for, or using, military equipment. It requires the approval to be in the form of an ordinance that adopts a military equipment use policy at an open meeting of the governing body.

**Recommendation:**

**Waive the second reading and adopt an Ordinance to add the military equipment use policy pursuant to AB 481.**

**Fiscal Impact:**

None.

**BACKGROUND:**

On April 19, 2022, your Board held the first reading of the ordinance regarding Assembly Bill 481 which is intended to increase transparency, accountability, and oversight surrounding the acquisition and use of military equipment by state and local law enforcement, including but not limited to armored or weaponized vehicles, large-caliber firearms, explosive projectile launchers, explosive breaching tools, or "flashbang" grenades.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted

On \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **SECOND READING AND ADOPTION OF AN ORDINANCE ADOPTING THE MILITARY EQUIPMENT USE POLICY PURSUANT TO AB481**

**May 17, 2022**

**Page 2 of 2**

To this end, it requires any law enforcement agency to obtain approval from the agency's governing body before purchasing, raising funds for, or acquiring military equipment, by any means, including requesting surplus military equipment from the federal government.

Governing body approval under AB 481 must take the form of an ordinance adopting a publicly released, written military equipment use policy, which must address a number of specific topics, including the type, quantity, capabilities, purposes, and authorized uses of each type of military equipment, the fiscal impact of their acquisition and use, the legal and procedural rules that govern their use, the training required by any officer allowed to use them, the mechanisms in place to ensure policy compliance, and the procedures by which the public may register complaints. The governing body must consider a proposed military equipment use policy in open session.

For cities that contract with another entity for law enforcement services, such as the County Sheriff, AB 481 gives the city the independent authority to adopt its own military equipment use policy based on local community needs.

For law enforcement agencies that already have existing military equipment, AB 481 provides a temporary exemption, but requires agencies to seek governing body approval for the continued use of that equipment no later than May 1, 2022.

AB 481 also requires any law enforcement agency that receives approval for the use of military equipment to submit annual reports to the governing body regarding the use of the equipment, any complaints received, any internal audits or other information about violations of the military equipment use policy, the cost of such use, and other similar information.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM May 17, 2022

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** KINGS COUNTY PEACE OFFICERS' MEMORIAL DAY

**SUMMARY:**

**Overview:**

In observance of the annual Peace Officers' Memorial Day and National Police Week, the Lemoore Police Department is requesting adoption of a Resolution designating May 18, 2022, as Peace Officers' Memorial Day and the week of May 15-21, 2022, as Police Week in Kings County.

**Recommendation:**

**Adopt a Resolution designating May 18, 2022 as Peace Officers' Memorial Day, and the week of May 15-21, 2022 as Police Week in Kings County with a Memorial Ceremony to be held on May 18, 2022.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Peace Officer's Memorial Day and Police Week is an observance in the United States paying tribute to local, State, and Federal peace officers who have died in the line of duty. Since 1962, the first year of the memorial, every sitting President of the United States has proclaimed May 15th as Peace Officers' Memorial Day and the week of May 15th as Police Week. In recognition of this observance, a memorial ceremony is being held at the Kings County Government Center Courtyard on May 18, 2022 at 10:00 a.m.

County Counsel has reviewed the Resolution.

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

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

IN THE MATTER OF PROCLAIMING  
MAY 18, 2022, AS KINGS COUNTY  
PEACE OFFICERS' MEMORIAL DAY /

RESOLUTION NO:

WHEREAS, Congress and the President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week;

WHEREAS, there are over 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Hanford Police Department, Kings County Sheriff's Office, Lemoore Police Department, Corcoran Police Department, Avenal Police Department, Kings County District Attorney's Office, Kings County Probation Department, California Highway Patrol, and the Naval Criminal Investigative Service;

WHEREAS, everyday, peace officers face the threat of violence and danger and put their lives on the line to defend the lives of the communities they serve;

WHEREAS, over 2,100 law enforcement officers have died in the line of duty during the past 10 years, in 2021, 73 law enforcement officers were feloniously killed, compared to 46 in 2020, with numerous more killed in traffic related line of duty deaths, and with 458 law enforcement officers killed in the line of duty in 2021;

WHEREAS, peace officers recognize that the primary responsibility of their profession and of individual officers is the protection of the people within the jurisdiction of the United States by upholding the laws, the most important of which are the Constitution of the United States, the Constitution of the State of California, and the laws derived therefrom; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices undertaken by law enforcement agencies, and that members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, protecting them against violence and disorder, and protecting the innocent against deception and the weak against oppression. NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Kings County Board of Supervisors designates the 18th day of May 2022, as Peace Officers' Memorial Day and the week of May 15-21, 2022, as Police Week in Kings County.

2. The Kings County Peace Officers' Memorial Ceremony shall be held on the 18th day of May 2022.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM May 17, 2022

**SUBMITTED BY:** Administration – Edward Hill

**SUBJECT:** APPOINTMENTS TO THE KINGS COUNTY BEHAVIORAL HEALTH  
ADVISORY BOARD

**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. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments. Currently, there are four vacated seats for the Kings County Behavioral Health Advisory Board and they have received one application.

**Recommendation:**

**Appoint one member to the Kings County Behavioral Health Advisory Board.**

**Fiscal Impact:**

None.

**Advisory Board Statement:**

The Kings County Behavioral Health Advisory Board has approved the appointment of the applicant and is recommending the appointment of: Wendy Osikafo today.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **APPOINTMENTS TO THE KINGS COUNTY BEHAVIORAL HEALTH ADVISORY BOARD**

**May 17, 2022**

**Page 2 of 2**

#### **BACKGROUND:**

Criteria for appointment if a vacancy occurs: The committee will consist of thirteen (13) voting members appointed by the Board of Supervisors, who shall have a professional interest in, or personal commitment to, alleviating problems related to mental health issues and/or alcohol and other drug abuse in their community. Membership shall include representatives from various economic, social and occupational groups and shall be broadly representative of the demographic characteristics of the County. The membership shall consist of:

- One (1) member from the Board of Supervisors
- Three (3) appointed qualified members appointed by the Board of Supervisors can be County Agency representatives
- Must have nine (9) members representing:
- A combination of Community At Large/Family members of Consumers and Community At Large/Consumers and Community At Large/Family members of Consumers/Youth in order to achieve (9) members.

The purpose of the Kings County Behavioral Health Advisory Board is to review and evaluate the community's mental health, prevention, intervention and treatment services, facilities and related special problems; review proposed County Agreements for mental health and alcohol and other drug (AOD) services; advise the Board of Supervisors, the local Behavioral Health Administration Director and AOD Program Administrator as to any aspect of the local mental health AOD programs; review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process; submit an annual report to the Board of Supervisors on the needs and performance of the County's mental health system; review and make recommendations to the Board of Supervisors on applications for appointment of a local director of mental health services; sponsor and/or endorse Prevention/Intervention events and activities in the community; assess the impact of the realignment of services from the State to the County, on services delivered to clients in the local community; and other duties as assigned or delegated by the Board of Supervisors.

#### **Applications received:**

Wendy Osikafo– Board of Supervisors appointments/County Agency rep-Human Services Agency



# COUNTY OF KINGS BOARD OF SUPERVISORS

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



## AGENDA ITEM

May 17, 2022

**SUBMITTED BY:** Public Works Department – Dominic Tyburski/Mitchel Cabrera  
County Counsel – Diane Freeman/Cindy Kliever

**SUBJECT:** PUBLIC HEARING - ZONE OF BENEFIT FORMATION AND PARCEL TAX  
FOR ROAD IMPROVEMENT AND MAINTENANCE WITHIN ZONE OF  
BENEFIT 6-7

### **SUMMARY:**

#### **Overview:**

The Public Works Department requests your Board hold a public hearing and adopt the attached ordinance approving the creation of the Zone of Benefit 6-7 to impose a parcel tax for the purpose of infrastructure maintenance in Phases 6 & 7 of the Armona North Subdivision.

#### **Recommendation:**

- a. Hold a Public Hearing and adopt an ordinance for the creation of the Zone of Benefit 6-7 to impose a parcel tax in Phase 6-7 of the Armona North Subdivision for the purpose of road improvement and maintenance;
- b. Waive the second reading of the Ordinance No.701 amending Chapter 2 of the Code of Ordinances; and
- c. Adopt the Ordinance No.701 amending Chapter 2 of the Code of Ordinances.

#### **Fiscal Impact:**

This action will have no impact on the General Fund.

### **BACKGROUND:**

As a condition of approval of the Armona North Subdivision, the developer was required to provide for the maintenance of street infrastructure, choosing to establish a General Road Association. Circumstances have shifted and staff has determined that collection of a parcel tax for street maintenance would be in the best interest of the County and property owners. The developer, as the sole owner of this phase, has agreed to this approach and has provided an Engineer's Report supporting the amount of the parcel tax as well as his written consent to the tax. In order to collect the tax, it will be necessary for your Board to establish a Zone of Benefit.

(Cont'd)

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted

on \_\_\_\_\_, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **PUBLIC HEARING – ZONE OF BENEFIT FORMATION AND PARCEL TAX FOR ROAD IMPROVEMENT AND MAINTENANCE WITHIN ZONE OF BENEFIT 6-7**

**May 17, 2022**

**Page 2 of 2**

On April 19, 2022, your Board approved the resolution as the first step in this process and set the Public Hearing for May 17, 2022, for the formal establishment of the Zone of Benefit. Notice of this Public Hearing was published on April 22, 2022, and May 11, 2022, proof of which is on file with the Clerk of the Board.

## ORDINANCE NO. 701

### AN ORDINANCE OF THE COUNTY OF KINGS IMPOSING A PARCEL TAX FOR ROAD IMPROVEMENT AND MAINTENANCE WITHIN ZONE OF BENEFIT 6-7

Section 1. TITLE. This Ordinance shall be known as the “Kings County Zone of Benefit 6-7 Road Improvement and Maintenance Parcel Fee.” This Ordinance shall be applicable only within Zone of Benefit 6-7.

Section 2. AUTHORITY TO ADOPT MEASURE. The fee authorized hereby is adopted as a special tax pursuant to Government Code sections 25217 et seq. and 50075 et seq. Notwithstanding the foregoing article, the fee is adopted without election pursuant to the Consent and Waiver executed on April 19, 2022 by the sole owner of property within Zone of Benefit 6-7.

Section 3. OPERATIVE DATE. The operative date of the tax authorized shall be July 1, 2022, so that the first levy of the fee shall be collected with the property tax bill for the 2022-2023 tax year.

Section 4. PURPOSE. The purpose of the fee shall be to provide a source of funds for road improvement and maintenance within Zone of Benefit 6-7. Without limiting the generality of the foregoing, funds may be reserved for use when needed for maintenance, repair, rehabilitation, and reconstruction activities, or they may be used to repay funds borrowed for such activities in any matter allowed by law if inadequate reserves exist for needed roadwork. As used throughout this Ordinance, the term “road” shall be construed broadly, and includes within its meaning streets, sidewalks, curbs, gutters, shoulders, and drainage or ponding basins or property incidental thereto used to collect runoff of storm or rainwater from the roads within the zone. The intent of this Ordinance is to enable the County of Kings to provide a benefit to property owners within Zone of Benefit 6-7, and nothing in this Ordinance shall be construed as an acceptance of roads within the zone into the County of Kings maintained system pursuant to Streets and Highways Code section 941.

Section 5. AUTHORIZATION TO LEVY SPECIAL TAX. In any fiscal year commencing on or after the operative date stated in Section 3 hereof, a special fee shall be levied for the fiscal year on each parcel of real property within Zone of Benefit 6-7 in the manner provided in this Ordinance. The amount of the fee is specified in Section 6 below, and no tax shall be levied on any parcel otherwise exempted by law from property taxation. The special tax shall be in addition to the annual tax rate allowed by law. Revenues derived from the fee shall be used exclusively for purposes stated in Section 4 hereof. Pursuant to Government Code sections 50075.1 and 50075.3, revenues of the fee shall be kept in a special fund, and the auditor shall report annually to the Board of Supervisors on the amount of funds collected and the status of any projects thereby funded. The auditor may delegate responsibility for the preparation of the report to the Director of Public Works director.

Section 6. AMOUNT OF FEE AND METHOD OF ASSESSMENT.

- (a) For the fiscal year commencing on July 1, 2022, the amount of the fee hereby imposed upon all parcels not otherwise exempted by law from taxation within Zone of Benefit 6-7 is \$156.03 per parcel of real property on an annual basis, which is derived from an

engineer's report approved by the Director of Public Works, and reflects the reasonable cost of maintaining the road in Zone of Benefit 6-7.

- (b) Each subsequent fiscal year thereafter, upon notice prior to the start of the fiscal year to the auditor by the Director of Public Works in a manner prescribed by the auditor, the amount of the fee may be increased from that imposed during the prior fiscal year by a percentage increase not to exceed two percent (2%) (measured for the twelve (12) month period ending in March in the calendar year of the start of the fiscal year for which the amount of the fee is being calculated), in the Engineering News Record Construction Cost Index for Los Angeles, California. If the foregoing cost index should cease to exist, then it may be substituted by using the U.S. City Average Consumer Price Index for all Urban Workers, or if that measure of inflation should cease to exist, then with any reasonable measure of inflation not to exceed two percent (2%) per year. If the appropriate inflation factor is zero or a negative number, or if the Director of Public Works fails to exercise authority to increase the amount of the fee in a timely manner as prescribed by the auditor, then the amount of the fee shall not increase from the prior fiscal year. If an inflation factor cannot be determined because at the time of calculation necessary data is not yet available, then data for the most recent month available may be substituted instead.
- (c) If, for any fiscal year, the Director of Public Works determines that the anticipated amount of the fee exceeds the amount reasonably necessary to repay existing obligations or to fund future maintenance efforts, then he or she may, upon notice to the auditor prior to the start of the fiscal year in a manner prescribed by the auditor, direct that the amount of the fee shall be reduced for that fiscal year.
- (d) This Section shall be construed liberally to effectuate its purpose of ensuring an amount of tax that is both fair and adequate.

Section 7. COLLECTION. The fee authorized hereby shall be collected by the tax collector at the same time and in the same manner as ad valorem real property taxes collected on the secured roll.

Section 8. SEVERABILITY AND LIBERAL CONSTRUCTION. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. This Ordinance shall be liberally construed to achieve its purpose of establishing a fund of money to pay for the cost of road improvement and maintenance within Zone of Benefit 6-7. Notwithstanding the foregoing provision for liberal construction, if any provision of this Ordinance may be construed in more than one manner, any of which would or may render the Ordinance unconstitutional or otherwise invalid facially or as applied, in whole or in part, then the ambiguous provision shall be interpreted in the manner that best effectuates the purpose of the Ordinance without rendering any portion hereof invalid.

Section 9. EFFECTIVE DATE, DURATION, AMENDMENT, AND REPEAL. This Ordinance fixes the amount of money to be raised by taxation, and shall take effect immediately pursuant to Government Code section 25123. The Ordinance shall remain in effect permanently unless repealed by the Board of Supervisors. Clerical errors in the drafting of this Ordinance may be corrected by amendment hereto, as may any amendment to conform the Ordinance to the intent of the Board of Supervisors in adopting it where a strict construction of the language hereof would achieve an absurd result that cannot have been intended. Unless county counsel certifies that an

amendment hereto is in either of the foregoing classes, then the amendment shall require the unanimous consent of the owners of real property within Zone of Benefit 6-7 or, should twelve (12) or more registered voters reside within the Zone of Benefit at the time of the approval of any such amendment, then the amendment shall not take effect unless approved by two-thirds of the voters in an election conducted within the Zone of Benefit.

Section 10. CALIFORNIA ENVIRONMENTAL QUALITY ACT. Revenues raised by this Ordinance will be used only for the maintenance, repair, alternation, improvement, rehabilitation, or reconstruction of otherwise existing streets and roadways. Other options exist for funding such work, and this Ordinance does not authorize the original construction of any public or private work of improvement. As such, the Ordinance is categorically exempt from compliance with the California Environmental Quality Act (“CEQA”) pursuant to (1) CEQA Guidelines Section 15301, subdivision (a) which exempts the repair, maintenance and minor repair of existing streets and roads, (2) CEQA Guidelines Section 15060(c)(2), which exempts projects that will not result in a direct or reasonably foreseeable indirect change to the environment, and (3) CEQA Guidelines Section 15061(b)(3), which exempts projects that are not expected to have a significant impact on the environment. In adopting this Ordinance, the Board of Supervisors hereby directs the public works director or the designee thereof to file with the clerk a CEQA notice of exemption.

Section 11. NOTICE. In adopting this Ordinance, the Board of Supervisors finds that the notice required by Government Code section 25151 has been given by posting a copy of this Ordinance at least five days before the second reading hereof on the County of Kings’ website and at the Board of Supervisors chamber. The Board further hereby directs that the Ordinance shall be published by the clerk of the board of supervisors in the manner prescribed by Government Code section 25124, and that a copy of the Ordinance shall, promptly on or after the effective date hereof, be recorded by the public works director or designee thereof on each parcel of property affected to impart constructive notice of the tax imposed on prospective future property owners. Any failure to provide notice as prescribed in this Section shall not affect the validity of any provision of this Ordinance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Kings, State of California, on May 17, 2022, by the following vote:

AYES:  
NOES:  
ABSENT:

---

Joe Neves, Chairman

Attest:

---

Catherine Venturella, Clerk of the Board

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF KINGS, STATE OF CALIFORNIA

In The Matter of The Formation of  
Zone of Benefit 6-7 Within  
Area No. 4 - Miscellaneous Extended  
Services \_\_\_\_\_/

Resolution No. \_\_\_\_\_

Re: County Service Area No. 4

**WHEREAS**, pursuant to Government Code Section 25210 et. seq. the Kings County Board of Supervisors adopted Resolution No. 93-093 on July 20, 1993 establishing County Service Area No. 4, Miscellaneous Water, Sewer and Road Maintenance Services; and

**WHEREAS**, the Kings County Board of Supervisors has received the consent of the sole owner of property in the unincorporated area described in **Exhibit A** attached hereto to establish a zone of benefit in said area for road and street improvement and maintenance as a miscellaneous extended service under the County Service Area law and as authorized by Resolution No. 93-093; and

**WHEREAS**, because planned public roads and streets within said unincorporated territory will not be part of the "County Road System" within the meaning of California Streets and Highways Code section 941, there is currently no method or means available to provide for the improvement and/or maintenance of public roads and streets within said territory; and

**WHEREAS**, the Kings County Board of Supervisors determined that it is in the public interest to form a zone of benefit within said unincorporated territory to provide extended road maintenance and improvement services; and

**WHEREAS**, the formation of a zone of benefit within a county service area is a "project" and is a discretionary action subject to the California Environmental Quality Act (CEQA), but it is categorically exempt because (1) the project consists of a proposed change in governmental organization of a local area where these previously existing powers were exercised, the County of Kings exercises these powers and is merely creating a subsidiary district, and no change to the physical environment will occur by implementing this project; and (2) the project consists of the repair, maintenance and/or minor alteration of otherwise existing streets and roads; and

**WHEREAS**, the Kings County Public Works Director has reported to the Board that all proceedings related to this matter prior to this resolution were valid and conducted in conformity with the requirements of the County Service Area law.

*WHEREAS, the Board adopted Resolution No. 22-032 on April 19, 2022, establishing its intention to form a zone of benefit within the unincorporated territory described in Exhibit A for the provision of miscellaneous extended road improvement and maintenance services in County Services Area No. 4, to be known as "Zone of Benefit No. 6-7."*

*WHEAREAS, the Board will hold a public hearing May 17, 2022, where it will receive testimony on the formation of the Zone of Benefit 6-7.*

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Kings finds as follows:

1. The Board hereby declares its intention to form a zone of benefit under Government Code section 25217 et seq., within the unincorporated territory described in Exhibit A attached hereto for the provision of miscellaneous extended road improvement and maintenance services in County Services Area No. 4, to be known as "Zone of Benefit No. 6-7".

2. The project is categorically exempt pursuant to (1) CEQA Guidelines Section 15320, which exempts the establishment of a subsidiary district, (2) CEQA Guidelines Section 15301, subdivision (a) which exempts the repair, maintenance and minor repair of existing streets and roads, (3) CEQA Guidelines Section 15060(c)(2), which exempts projects that will not result in a direct or reasonably foreseeable indirect change to the environment, and (4) CEQA Guidelines Section 15061(b)(3), which exempts projects that are not expected to have a significant impact on the environment.

3. The exterior boundaries of the territory of Zone of Benefit No. 6-7 of County Service Area No. 4 are as set forth in Exhibit A attached hereto and made a part hereof.

4. The types of extended county services proposed to be provided within said zone of benefit shall be limited to extended road and street improvement and maintenance services on public roads and streets not a part of the County Road System.

5. A tax sufficient to pay for all such services which are proposed to be furnished on an extended basis shall be levied on each lot or parcel of property within the area in accordance with Government Code sections 25215.2 and 50075 et seq.

6. All proceedings taken in this matter prior to the date of adoption of this Resolution are valid and conducted in compliance with the requirements of the County Service Area law and all other applicable laws and regulations.

7. Notice is hereby given that a Public Hearing conducted in accordance with the County Service Area Law is set for May 17, 2022 at 10:00 o'clock a.m. at the Board Chambers of the Kings County Board of Supervisors, Kings County Government Center, 1400 W. Lacey Blvd., Hanford, California. At the hearing, testimony of all interested persons, residents or taxpayers for and against the establishment of Zone of Benefit No. 6-7, the boundaries of the zone or the authorization to provide extended road and street improvement and maintenance services will be heard.

8. The Clerk of the Board is hereby directed to give notice of such hearing by

publishing a notice of hearing as required by law.

9. For purposes of the appropriations limit described in Article 13B of the state's constitution, revenues of the proposed zone of benefit shall be included in the County's appropriations limit, as allowed by Government Code section 25214.1.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

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

\_\_\_\_\_  
Joe Neves, Chairman  
Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this \_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Clerk of Said Board of Supervisors



## **EXHIBIT A**

The Land referred to herein below is situated in an Unincorporated Area in the County of Kings, State of California, and is described as follows:

PARCEL ONE:

PARCEL 1 ACCORDING TO PARCEL MAP THEREOF RECORDED MARCH 16, 2006 IN BOOK 17 AT PAGE 85 OF PARCEL MAPS.

ALSO BEING A PORTION OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE COUNTY OF KINGS, STATE OF CALIFORNIA. VARIABLE WIDTH OFFER OF DEDICATION FOR PUBLIC STREET PURPOSES ALONG FRONT STREET PER THIS MAP.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED BY MANUEL J. SILVA, ALSO KNOWN AS M. J. SILVA AND MARY J. SILVA, HUSBAND AND WIFE BY DOCUMENT RECORDED MARCH 25, 1950 AS DOCUMENT NO. 2678 IN BOOK 451, PAGE 182 OF OFFICIAL RECORDS.

APN: 017-110-029

**Consent and Waiver  
Zone of Benefit Number 6-7  
County of Kings, State of California**

Board of Supervisors  
Kings County Government Center  
1400 Lacey Boulevard, Bldg. 1  
Hanford, CA 93230

Mr. Chairman and Members of the Board:

On April 19, 2022, at 10:00 a.m., the Board will consider adopting a resolution of intention to form "Zone of Benefit No. 6-7," under Government Code section 25217, et seq. for road maintenance and improvements within the area described in the attached **Exhibit A** (the "Proposed Zone"). It is requested the Board approve the first reading of the ordinance to form Zone of Benefit 6-7 to collect a parcel fee in the initial amount of \$156.03 per parcel, annually within the Proposed Zone to generate revenue for the reasonable cost of long-term road maintenance and improvement, pursuant to Government Code section 50075 et seq.

At present, Aspire Homes of CA, Inc. ("Aspire Homes") is the sole owner of the property described in Exhibit A (the "Property"). Aspire Homes intends to develop the Property into a residential subdivision. As a condition to approval of the subdivision map, Aspire Homes will construct roads and other improvements on the Property to be dedicated for use by the public. I am informed existing County resources are not adequate to provide for long-term repair, maintenance, rehabilitation and reconstruction of roads constructed within new residential subdivisions in unincorporated areas of the county. Consequently, the roads constructed on the Property and within the Proposed Zone will not be accepted into the County maintained system under Streets and Highways Code section 941. Establishing a zone of benefit and imposing a parcel fee is an appropriate option to ensure long-term maintenance of roads within the Proposed Zone.

There are no registered voters or other inhabitants residing in the Proposed Zone. As the sole owner of Property within the Proposed Zone, Aspire Homes waives any right of protest to the formation of Zone of Benefit No. 6-7, and consents to the imposition of the proposed parcel fee without an election. It is my understanding the fee may be approved without an election because Aspire Homes consents to the tax and there are no registered voters residing within the Proposed Zone.

Please send notices relating to the formation of the Zone of Benefit No. 6-7 and imposition of the parcel tax to: Aspire Homes of CA, Inc., 17 Mayfair Drive, Rancho Mirage, CA 92270.

Sincerely,



---

Daniel Baily, President/CEO  
Aspire Homes of CA, Inc.

**Acknowledgment on following page**

**Exhibit A:** Legal Description

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of TULARE )

On April 11, 2022 before me, LINDA BORBA, NOTARY PUBLIC  
(insert name and title of the officer)

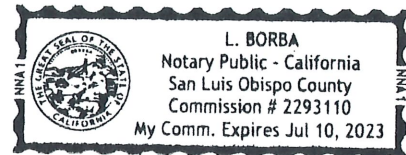
personally appeared DANIEL N. BAILEY,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



**EXHIBIT A**

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APN: 017-110-029



Physical: 10878 Highway 41, Madera, CA 93636  
 Mailing: P.O. Box 25783, Fresno, CA 93729  
 559.645.4849 fax: 559.645.4869  
 www.bedrockeng.com

**OPINION OF PROBABLE CONSTRUCTION COST**

**Project Name: Tract No. 756, Armona North Phases 6 and 7, Pavement Maintenance Costs**  
**Project No.: 20-5780**  
**Date: 12-27-2021**  
**File: 20-5780-ECE-Maintenance.xls**

**I. Slurry Seal (Years 7 and 14)**

<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1. Mobilization	1	L.S.	\$1,000.00	\$1,000.00
2. Traffic Control	1	L.S.	\$1,000.00	\$1,000.00
3. Fill Cracks	1	L.S.	\$4,000.00	\$4,000.00
4. Slurry Seal (Caltrans Type 2)	112800	S.F.	\$0.45	\$50,760.00
Total (Slurry Seal)				\$56,760.00

**II. AC Overlay (Year 21)**

<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1. Mobilization	1	L.S.	\$5,000.00	\$5,000.00
2. Traffic Control	1	L.S.	\$5,000.00	\$5,000.00
3. Fill Cracks	1	L.S.	\$4,000.00	\$4,000.00
4. Geotextile Fabric	112800	S.F.	\$0.60	\$67,680.00
5. AC Overlay (2" depth)	1,410	TON	\$80.00	\$112,800.00
Total (AC Overlay)				\$194,480.00

12/27/2021