

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, September 20, 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 ❖ bosquestions@co.kings.ca.us ❖ 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=m7932dbb5fab1f4863376a1d40066119b>

or by sending an email to 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.

***WebEx will be available for access at 8:45 a.m. ***

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

www.countyofkings.com and click on the "Join Meeting" button or by clicking this link:

<https://youtu.be/DTbNS5ZLQHU>

Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. Email is not monitored during the meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Chad Fagundes – 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 September 13, 2022.
- B. Approval of the minutes from the regular meeting for September 13, 2022.

IV. CONSENT CALENDAR

A. Sheriff's Office:

- 1. Consider approving the Agreement with Hanford Joint Union High School District for Education Services retroactively effective from July 1, 2022 through June 30, 2025.
- 2. a. Consider approving the purchase of two additional key management modules from Real Time Networks for the Kings County Jail.
b. Adopt the budget change. **(4/5 vote required)**
- 3. Consider approving two maintenance Agreements, with varying terms of duration, one retroactively from July 29, 2022 through July 28, 2023, for eight Live Scan machines with IDEMA MorphoTrust USA and authorize the Purchasing Manager to sign the Agreements.

V. REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/Katie Arnst

- 1. a. Consider authorizing the Director of Behavioral Health to sign the grant Agreement with California Health Facilities Financing Authority for investment in mental health wellness grant program for children and youth retroactively from February 24, 2022, through May 31, 2023.
b. Adopt the budget change. **(4/5 vote required)**

B. Department of Finance – James P. Erb/Megan Campbell

- 1. Consider approving the debt management software contract with Tracker, a division of C2, LLC. for County, Special Districts and School Districts.

C. Public Works Department – Dominic Tyburski/Mitchel Cabrera

- 1. Consider approving the Tract 931 Jackson Ranch Subdivision Improvement Agreement.
- 2. Consider approving the Agreement letter with Jesus Andrade for a time extension for removal of trees encroaching in county right of way.
- 3. Consider approving the Lease Amendment No. 7, retroactively effective from January 1, 2022 through December 31, 2024 for an extension to the existing lease for an office space in the Agriculture Building.



D. Administration – Edward Hill/Kyria Martinez/Matthew Boyett

1. Consider authorizing the use of American Rescue Plan Act funding in the amount of \$2,027,769 for projects recommended by the ARPA Committee.
2. Consider approving the Board of Supervisors’ response to the Grand Jury report titled Follow Up to Grand Jury 2020-2021 Pedestrian Safety in Kettleman City: A Community’s Long-Standing Plea for Improvements.
3.
 - a. Consider approving the Master Agreement with Ernst and Young to audit accounting records of the California Department of Water Resources retroactively effective for the term of July 1, 2022 to June 30, 2027, on behalf of Kings County and its State Water Project contract;
 - b. Approve the Statement of Work retroactively for the twelve-month audit period from July 1, 2022 to June 30, 2023.
4. Consider introducing and waiving the first reading of the Ordinance to adopt organic waste recycling and edible food recovery requirements pursuant to Senate Bill 1383.

VI. 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

VII. CLOSED SESSION

- ◆ **Workers Compensation: (1 Case) [Govt. Code Section 54956.95]**
- ◆ **Litigation initiated formally: Title:**
Waqgle v. County of Kings, et. al. 21C-0282
[Govt. Code Section 54956.9 (d)(1)]

VIII. ADJOURNMENT

The next regularly scheduled Board of Supervisors meeting will be held on Tuesday, September 27, 2022 at 9:00 a.m.

IX. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY MEETING

FUTURE MEETINGS AND EVENTS		
September 27	9:00 AM	Regular Meeting
September 28-30	--	San Joaquin Valley Regional Association of California Counties – Hosted by Kings County – Board Members attending.
October 3	5:30 PM	City/County Coordinating Meeting – Hosted by City of Lemoore – Board Members attending.
October 4	9:00 AM	Regular Meeting
October 11	9:00 AM	Regular Meeting
<p><i>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.</i></p>		

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, September 13, 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 ❖ bosquestions@co.kings.ca.us ❖ 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=m4e1232b44a5f2424110a5bb265726ab5>

or by sending an email to 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.

***WebEx will be available for access at 8:45 a.m. ***

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

www.countyofkings.com and click on the "Join Meeting" button or by clicking this link:

<https://youtu.be/fuP23Putgdg>

Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. Email is not monitored during the meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

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



II. BOARD OF SUPERVISORS – JOE NEVES/DOUG VERBOON

Presentation of a Proclamation to Westlands Water District in recognition of their 70th Anniversary.

Ryan Ferguson, Board of Directors President accepted the Proclamation on behalf of the District and thanked the Board of Supervisors for the recognition.

III. 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.

Josh Cunningham, Kings County Assistant Fire Chief stated that the State set up a County Strike team during the heat wave and staffed additional 17 staff to keep Kings County covered. He stated that nine County staff are deployed to the Mosquito fire and stated that the fire is 18% contained.

Alicia Ramirez, field representative for Assemblymember Rudy Salas stated that on the last day on the floor of the Capitol he was able to secure \$5.5 million for the Kings County Fire Department for life saving upgrades, \$6 million to the Kings County Public Works Department to complete the construction of the Kettleman City Pedestrian bridge project, \$6 million for the Kings County Superior Court facility judgeship expansion and \$2 million for the Lemoore Volunteer Fire Department. She stated that the ACR 157 was passed designating a portion of State Route 198 in Hanford as Army Specialist Juan Miguel Mendez Covarrubias Memorial Highway who fell in the line of duty on March 11, 2020 in Iraq. She stated that the check presentation for \$2 million for Lemoore Volunteer Fire Station will be held on September 26, 2022 at 11:00 a.m.

Supervisor Valle stated that the check presentation for the \$6 million towards the Kettleman City Pedestrian Bridge will be held on September 26, 2022 at 9:00 a.m. location to be determined. He thanked Assemblymember Rudy Salas for allowing him to attend the last session at the Capitol and for securing a total of \$8 million for the project, he stated that Highway 41 is dangerous and there are two Kettleman City families in mourning due to the loss of loved ones in a recent car accident.

IV. APPROVAL OF MINUTES

A. Approval of the minutes from the regular meeting for August 30, 2022.

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

V. CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the Agreement with WestCare California, Incorporated for substance use disorder program services retroactively effective from July 1, 2022, through June 30, 2023. **[AGMT 22-154]**

B. Library:

1. a. Consider authorizing the transfer of appropriations from contingencies for the purchase of the mobile library in the amount of \$238,000.
- b. Adopt the budget change. **(4/5 vote required)**

C. Public Health Department:

1. a. Consider authorizing the Public Health Director to accept the California Department of Public Health's Future of Public Health funding allocation in the amount of \$1,175,830 for the purpose of enhancing the public health workforce and infrastructure;
- b. Authorize the Public Health Director to sign and submit any certifications, invoices, and documents required for receipt of the allocated funds;
- c. Adopt the budget change. **(4/5 vote required)**
2. Consider authorizing the Public Health Director to sign the three-year Agreement of the Women, Infants and Children Program. **[AGMT 22-155]**



3. a. Consider authorizing the Public Health Director to accept this additional funding;
b. Adopt the budget change. **(4/5 vote required)**
4. a. Consider approving the Health Care Program for Children in Foster Care Program Plan and Budget retroactively effective for Fiscal Year 2022-2023;
b. Adopt the budget change. **(4/5 vote required)**
5. a. Consider approving the Child Health and Disability Prevention Program Plan and Budget retroactively for Fiscal Year 2022-2023.
b. Adopt the budget change. **(4/5 vote required)**

D. Public Works Department:

1. Consider authorizing the Public Works Department to advertise the Central Services Generator Replacement project.

E. Sheriff's Department:

1. Consider authorizing the Sheriff's Office to purchase an overhauled engine for the Cessna T206H airplane.
2. Consider authorizing the Sheriff to sign the Agreement with the California Department of Corrections and Rehabilitation for temporary housing of a County of Kings' inmates.
[AGMT 22-156]
3. a. Consider authorizing the Sheriff's Office to purchase a mini-caliber robot from ICOR Technology, Inc.
b. Adopt the budget change. **(4/5 vote required)**
4. a. Consider approving the Agreement with Evidence IQ, Inc for a Ballistics Camera and Software.
b. Adopt the budget change. **(4/5 vote required) [AGMT 22-157]**
5. Consider approving the Memorandum of Understanding with the Tachi-Yokut Tribe for Animal Services.**[AGMT 22-158]**

F. Administration:

1. Consider approving amendment number three to the Agreement with Vanir Construction Management, Inc. for continued construction management services during the construction phase of the Juvenile Center Remodel Project. **[AGMT 15-058.3]**
2. Consider denying the Claim for Damages filed by Joseph McCasland.
3. Consider appointing one member from alternate to primary representative on the Kings County Fish & Game Advisory Committee.

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

VI.

REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/UnChong Parry

1. a. Consider approving the Agreement with the California Department of Health Care Services (DHCS) for the Mental Health Plan contract, retroactively effective from July 1, 2022, through June 30, 2027.
b. Authorize the Director of Behavioral Health to sign the Agreement and any amendments with the California Department of Health Care Services. **[AGMT 22-159]**

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

B. Community Development Agency – Chuck Kinney

1. Consider accepting the monthly report of Planning Commission's actions from their September 12, 2022 meeting.

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



C. Department of Finance – James P. Erb/Rob Knudson

1. Consider adopting a Resolution establishing property tax rates within Kings County for Fiscal Year 2022-2023. [RESO 22-064]

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

D. Fire Department – William Lynch

1. a. Consider authorizing the Fire Chief to initiate a vehicle search for the replacement of Dozer 9's transport vehicle within the price range of \$150,000 to \$250,000;
- b. Authorize the Fire Chief to submit a letter of commitment for the purchase of a new or used transport vehicle with a recommended vendor once a vehicle is located.

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

E. Administration – Edward Hill/Matthew Boyett

1. Consider adopting a Resolution continuing to declare a local emergency due to drought conditions in Kings County. [RESO 22-065]

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

2. Consider introducing and waiving the first reading of the Ordinance to adopt organic waste recycling and edible food recovery requirements pursuant to Senate Bill 1383. [ORD 705]

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

F. Public Health Department – Rose Mary Rahn

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

The Board received an update and no official action was taken

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 Pedersen stated that due to the drought challenges and lack of surface water he has been working with constituents through the well permit process. He stated that he has received some concerns regarding seniors and their health in Tulare County and he will be working with staff to discuss this issues and see what can be done.

Supervisor Verboon thanked Bill Lynch, Kings County Fire Chief for the invitation to be at the check presentation from Assemblymember Rudy Salas for \$5.5 million to the Kings County Fire Department for life saving equipment needs. He stated that he attended the 70th anniversary party for Westlands Water District and thanked Vanir for the invite to attend the Kings County Sheriff's Posse event at Burris Park and stated that the State is aware of a possible Rail Road Union strike by October 6, 2022 and stated his concerns for our local economy and impacts to our citizens based on the dock worker strike from last year that hurt the agriculture industry and local growers haven't recovered from.

Supervisor Valle thanked staff who worked on the Job Fair on September 8, 2022 at the Hanford Civic Auditorium and stated that he visited the booths and employers at the event. He stated that he has concerns that he may have issues getting turkey's for operation gobble this year.



Supervisor Fagundes stated that he attended the Kings County Fire Department badge pinning and stated that there was a full house with all the families and fire personnel.

Supervisor Neves stated that he attended the South Fork Kings Groundwater Sustainability Act meeting, attended the Children's event in Clovis, attended the West Hills College and Lemoore High School openers, hauled lambs for grandchildren to Madera fair where his granddaughter was 2nd in her class, won showmanship and the round robin, attended the CalViva policy meeting, thanked the Kings County Fire Department personnel who responded to the house fire in Stratford, attended the CalVans meeting, helped Diane Badasci with the Lemoore High School Otis Tolbert scholarship fundraiser golf tournament and announced at Lemoore Raceway.

- ◆ Board Correspondence: Edward Hill stated that the Board received correspondence dated September 8, 2022 from the United States Department of the Interior regarding Petitions for Temporary Transfer, Friant Division, Central Valley Project California.
- ◆ Upcoming Events: Edward Hill stated that the Kings County Commission on Aging will be hosting a free Senior's Lunch in the Park to commemorate the independence of Mexico on September 16, 2022 from 9am – 2pm at Burriss Park in Hanford. The 21st Annual Blues & Roots Festival will take place in Downtown Hanford at Civic Park on Saturday, September 17th from 5:30 p.m. – 10pm. Admission is free. The Tenth Annual Light of Hope Elite Cocktail Event will take place on Saturday, September 24, 2022 at 5:30 p.m. at the Hanford Civic Center Auditorium. Attendees will hear from advocates about CASA of Kings County. Tickets are \$75 per person and the proceeds will provide hopeful futures for children in Kings County foster care. Sarah Mooney Museum will be holding a Legends of Lemoore Cemetery Walk on Saturday, September 24, 2022 at 9am and 10:30 a.m. at the Lemoore Cemetery. Tickets are \$20 and can be purchased at Ramblin Rose, Kings Players and Eventbright.com. This will be a living history presentation by local actors portraying our early notable citizens. Supervisor Verboon stated that the Outlaws Sprint car event will be held on September 15-16, 2022. Supervisors Neves thanked Kyria Martinez, Assistant CAO for her work on the Kings County blood drive where 44 pints were collected. He stated that the Battle of the badges blood drive will be held on November 7-9, 2022.
- ◆ Information on Future Agenda Items: Edward Hill stated that the following agenda items would be on a future agenda: Administration - Response to Grand Jury report entitled "FOLLOW UP TO GRAND JURY 2020-2021 PEDESTRIAN SAFETY IN KETTLEMAN CITY: A COMMUNITY'S LONG-STANDING PLEA FOR IMPROVEMENTS" ; Behavioral Health - approval of a Grant Agreement with California Health Facilities Financing Authority (CHFFA); Department of Finance - approval of a Tracker Debt Software Contract; Public Health -Public Health funding changes; Public Works - approval of a lease with FARM SERVICES AGENCY for Agriculture building space, approval of County Tract 931 Jackson Ranch subdivision improvement agreement, approval of an Agreement for temporary encroachment in County right of way; Sheriff's Office-approval of an Agreement with Hanford Adult School for Inmate Education Services, approval of Jail Key Management Purchase and approval of annual maintenance agreement for eight live scan machines.

VIII. CLOSED SESSION

- ◆ Personnel Matter: [Govt Code Section 54957]
Public Employee Appointment: Job Training Office Director
- ◆ Personnel Matter: [Govt Code Section 54957]
Department Head Evaluations
- ◆ Litigation initiated formally: Title:
Davidson v. Malone, et. al. 22C-0139
[Govt. Code Section 54956.9 (d)(1)]



IX. ADJOURNMENT

The next regularly scheduled Board of Supervisors meeting will be held on Tuesday, September 20, 2022 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

September 20	9:00 AM	Regular Meeting
September 27	9:00 AM	Regular Meeting
September 28-30	--	San Joaquin Valley Regional Association of California Counties – Kings County Hosting – Board Members attending.
October 4	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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 20, 2022

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: AGREEMENT WITH HANFORD JOINT UNION HIGH SCHOOL DISTRICT
FOR THE INMATE EDUCATION PROGRAM

SUMMARY:

Overview:

The Sheriff's Office is seeking to enter into an agreement with the Hanford Joint Union High School District for the provision of General Education Development, Adult Basic Education, and High School Diploma programs at the Kings County Jail for inmates.

Recommendation:

Approve the agreement with the Hanford Joint Union High School District for Education Services retroactively effective from July 1, 2022 through June 30, 2025.

Fiscal Impact:

The educational services are paid through the Sheriff's Prison Inmate Welfare Fund budget unit 223100. The total cost for the year will not exceed the sum of \$63,096. State revenue generated through the inmates' Average Daily Attendance (A.D.A.) is deposited back into the Inmate Welfare Fund. However, if the availability of State funds is less than the amount advanced by the Inmate Welfare Fund, the Inmate Welfare Fund is solely liable for all costs of the services provided by the District.

BACKGROUND:

The California Board of Corrections requires in its Minimum Standards for Local Detention Facilities Title 15 that the Jail Administrator develop and implement an education program for inmates. Title 15 recommends working with the local school district to develop a program that meets the needs of inmates. Statutes pertaining to jail education are contained in the California Education Code. Penal Code Section 4025 authorizes the use of

(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

AGREEMENT WITH HANFORD ADULT SCHOOL FOR INMATE EDUCATION SERVICES

September 20, 2022

Page 2 of 2

inmate welfare funds for inmate education. The agreement is effective from July 1, 2022 through June 30, 2025. The renewal was delayed due to when the agreement was received. The agreement has been reviewed and approved by County Counsel.

HANFORD ADULT SCHOOL

and

KINGS COUNTY JAIL

EDUCATIONAL SERVICES
AGREEMENT

2022- 2025

AGREEMENT

THIS AGREEMENT is entered into as of July 1, 2022, between the **COUNTY OF KINGS** (hereinafter referred to as **A COUNTY**) and the **HANFORD JOINT UNION HIGH SCHOOL DISTRICT** (hereinafter referred to as **A DISTRICT**), regarding the following:

WITNESSETH

WHEREAS, DISTRICT has provided educational programs for inmates at the Kings County Branch and Main Jail. **WHEREAS,** present budget restrictions require that Adult Basic Education (A.B.E.) and High School Diploma (H.S.D) programs at the Kings County Branch Jails be transferred into the **DISTRICT'S** adult school program; and **WHEREAS,** the **COUNTY** has determined that the educational programs are beneficial to the inmates and that it is proper for advance funding and possible partial payment of the programs to be made from the Inmate Welfare Fund.

THEREFORE, IT IS MUTUALLY AGREED as follows:

SERVICES: The **DISTRICT** shall provide inmates at the Kings County Jail with a year-round individualized instruction program offering various courses of study covering Adult Basic Education and High School Diploma Independent Study courses. The parties agree that the program will be available to 80 students per week, 320 students per month. The courses will be made available for up to nine hours each week. The parties recognize that potential students are at multiple levels in educational attainment and needs in each course of study. Those students working toward achieving their high school diploma will be able to generate weekly attendance through independent study by completing assignments weekly.

- **DISTRICT** shall maintain official transcripts on individual students and record their progress toward the goal. The parties recognize that potential students are at multiple levels in educational attainment and needs in each course of study. Students enrolling for Computer Literacy and Employability Skills will receive instruction in a traditional classroom setting.
- **COUNTY** will supply suitable classroom facilities to conduct the respective programs. **COUNTY** will bear the costs of utilities and custodial and maintenance expenses connected with the services provided.

COST OF SERVICES: The parties anticipate that the monthly expenses for the Kings County Jail educational programs will be \$5,258.00, all in accordance with the 12-month operating budget that is outlined in the attached Exhibit A. The costs shall cover all compensation and benefits for personnel, instructional materials provided by **DISTRICT**, and administrative overhead. The total cost to the **COUNTY** for the initial year of this contract shall not exceed the sum of \$63,096.00. If the State of California Funding for the programs covered by the Agreement is withdrawn or reduced, the **DISTRICT** shall notify the **COUNTY** of such occurrence immediately.

METHOD OF PAYMENT: The **DISTRICT** shall bill the **COUNTY** on an annual basis for the expenses incurred by the **DISTRICT**, less any State funding received for Average Daily Attendance (ADA) for Jail Program, in the provision of services under the two educational programs, the invoices to be in the format required by the **COUNTY** Auditor. **COUNTY** will

make payment in the ordinary course of business to cover the allowable costs billed by **DISTRICT**, such costs to be paid from the Inmate Welfare Fund. If the availability of State funds earned through Jail Program ADA is reduced or eliminated, **COUNTY** shall be solely liable for all costs of the services provided by **DISTRICT** pursuant to this Agreement which is set forth in the operating budget attached as Exhibit A, and **DISTRICT** shall have no responsibility for any such costs. If the State funds earned through Jail Program ADA is greater than the annual cost, **DISTRICT** shall bill **COUNTY** for zero cost, and maintain the remaining balance of State funds.

COMPLIANCE WITH LAW: The **DISTRICT** shall provide services in accordance with applicable Federal, State, and local laws, regulations, and directives, including but not limited to the applicable provisions of the Education Code and Titles 5 and 15, California Code of Regulations, pertaining to the provision of education programs to inmates in local detention facilities. **DISTRICT** employees providing services at the Branch Jail shall observe all security regulations promulgated by the Sheriff of Kings County.

RECORDS AND AUDIT: The **DISTRICT** shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall make such records available within Kings County to the Auditor of Kings County and his agents and representatives for auditing and/or copying such records for five (5) years from the date of final payment under this Agreement.

INSURANCE: The parties acknowledge that **DISTRICT** participates in a joint self-insurance program. **DISTRICT** shall file with the Clerk of the Board of Supervisors evidence of its compliance with the requirements of Labor Code 3700 relating to worker's compensation benefits and certificates of insurance providing comprehensive general liability insurance with combined single limit coverage of at least \$500,000 per occurrence covering all of its activities under this Agreement. Such insurance shall name the **COUNTY** and its officers and employees as additional insured with regard to any liability of **DISTRICT** under the Agreement.

INDEPENDENT CONTRACTOR STATUS: This Agreement is entered into by both parties with the express understanding that **DISTRICT** will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the **DISTRICT** or any of its agents, employees, or officers as an agent, employee, or officer of the **COUNTY**.

DISTRICT agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees, agents, or officers of **COUNTY**. **DISTRICT** shall be solely responsible for determining the means and methods of performing the specified educational services. Still, the **COUNTY** shall have the right to review the program to ensure adequate security for all persons involved and its facilities. Notwithstanding **DISTRICT'S** independent contractor status and its discretion in the provision of educational services hereunder, **COUNTY** shall have the right to review and evaluate the provision of educational services by **DISTRICT** to assure compliance with the requirements of this Agreement.

INDEMNIFICATION: Pursuant to Government Code 895 through 895.8, **COUNTY** and **DISTRICT** agree to hold harmless, defend and indemnify each other, their officers, agents, or employees from and against any claims, actions, costs, losses, damages, or liability for injury, including death, to any person or damage to any property arising from the indemnifying party's negligent or wrongful acts or omissions under this Agreement. This indemnification includes explicitly any claims that may be made against **COUNTY** by any taxing authority asserting that an employer-employee relationship exists because of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts of omissions occurring under this Agreement or any extension of this Agreement.

TERMINATION: Either party shall have the right to terminate this Agreement without cause by giving the other party THIRTY (30) days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination.

Termination of this Agreement shall not terminate any obligations to indemnify, to maintain, and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between **DISTRICT** and **COUNTY** regarding its subject matter. No prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified, waived, or repealed without the written consent of both parties.

HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

NOTICES: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

COUNTY: Kings County
ATTN: Kings County Jail Commander
Kings County Government Center
1570 Kings County Dr.
Hanford, CA 93230
Fax No. (559) 582-9567 Confirming No. (559) 582-3211, Ext. 4107

DISTRICT: Hanford Joint Union High School District
Hanford Adult School
ATTN: Heather Keran, Principal
905 N. Campus Dr.
Hanford, CA 93230
Fax No. (559) 589-9564 Confirming No. (559) 583-5905, Ext. 7501

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first-class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

CONTRIBUTIONS: This Agreement reflects the contributions of both parties, and accordingly, the provisions of Civil Code Section 1654 shall not apply to address or interpret any uncertainty in contract language.

NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered a waiver of any proceeding breach of the Agreement by the other party.

ASSURANCES OF NON-DISCRIMINATION: The **DISTRICT** expressly agrees that it will not discriminate in the employment or the provision of services based on any characteristic or condition upon which discrimination is prohibited state or federal law or regulation.

ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, no part of this Agreement may be assigned or subcontracted by the **DISTRICT** without the prior written consent of the **COUNTY**.

TERM: This Agreement shall become effective July 1, 2022, and shall terminate on June 30, 2025, unless terminated sooner as provided for in this Agreement. The **COUNTY** may renew this Agreement for five (5) additional one-year terms by giving **DISTRICT** written notice of its intent to renew at least thirty (30) days prior to the end of the term or extended-term. The parties will reconsider the financial provisions at the end of each term.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below:

COUNTY OF KINGS

BY _____
Chairman, Board of Supervisors "County"

ATTEST:
County Executive/Clerk of the Board
Of Supervisors of the County of Kings

By _____
Clerk

Approved Form County Counsel

By *Jennifer Schiffert*
Deputy

HANFORD JOINT UNION HIGH SCHOOL DISTRICT

BY _____
Dr. Victor Rosa, Superintendent

27 Hanford Jt. Union High School District
 Fiscal Year: 2023
 Requested by rlopes

Financial Activity Report

From 07/01/2022 thru 06/30/2023

Fund: 1100 Adult Education Fund

Resource: 6015 Adults In Correctional Facili

FD---RE---Y-GO---FN---OB-----SI--TY	Reference	Date	Vendor	Description	BudgetType	Amount	Encumbered	Balance
979100	Beginning Balance							
	Balance Forward					<u>\$143,650.50</u>	<u>\$0.00</u>	<u>\$143,650.50</u>
	Total Activity					<u>\$0.00</u>	<u>\$0.00</u>	
	Ending Balance					<u>\$143,650.50</u>	<u>\$0.00</u>	<u>\$143,650.50</u>
	**** Total Adjusted Beginning Balance					<u>\$143,650.50</u>	<u>\$0.00</u>	<u>\$143,650.50</u>
831100	Other State Apportionments - Current Year							
	Balance Forward					<u>\$68,868.00</u>	<u>\$0.00</u>	<u>\$68,868.00</u>
	Total Activity					<u>\$0.00</u>	<u>\$0.00</u>	
	Ending Balance					<u>\$68,868.00</u>	<u>\$0.00</u>	<u>\$68,868.00</u>
	**** 8000 Totals					<u>\$68,868.00</u>	<u>\$0.00</u>	<u>\$68,868.00</u>
110000	Teachers` Salaries							
	Balance Forward					<u>\$41,184.00</u>	<u>\$0.00</u>	<u>\$41,184.00</u>
	Total Activity					<u>\$0.00</u>	<u>\$0.00</u>	
	Ending Balance					<u>\$41,184.00</u>	<u>\$0.00</u>	<u>\$41,184.00</u>
	**** 1000 Totals					<u>\$41,184.00</u>	<u>\$0.00</u>	<u>\$41,184.00</u>
310100	State Teachers` Retirement System, certificated							
	Balance Forward					<u>\$7,867.00</u>	<u>\$0.00</u>	<u>\$7,867.00</u>
	Total Activity					<u>\$0.00</u>	<u>\$0.00</u>	
	Ending Balance					<u>\$7,867.00</u>	<u>\$0.00</u>	<u>\$7,867.00</u>
330100	Social Security/Medicare/Alternative, certificated							

Financial Activity Report

From 07/01/2022 thru 06/30/2023

Fund: 1100 Adult Education Fund

Resource: 6015 Adults In Correctional Facili

FD---RE---Y-GO---FN---OB-----SI--TY	Reference	Date	Vendor	Description	BudgetType	Amount	Encumbered	Balance
330100	Social Security/Medicare/Alternative, certificated							
	Balance Forward				\$597.00	\$0.00	\$0.00	\$597.00
	Total Activity					\$0.00	\$0.00	
	Ending Balance				\$597.00	\$0.00	\$0.00	\$597.00
350100	State Unemployment Insurance, certificated							
	Balance Forward				\$206.00	\$0.00	\$0.00	\$206.00
	Total Activity					\$0.00	\$0.00	
	Ending Balance				\$206.00	\$0.00	\$0.00	\$206.00
360100	Worker's Compensation Insurance, certificated							
	Balance Forward				\$774.00	\$0.00	\$0.00	\$774.00
	Total Activity					\$0.00	\$0.00	
	Ending Balance				\$774.00	\$0.00	\$0.00	\$774.00
	**** 3000 Totals				\$9,444.00	\$0.00	\$0.00	\$9,444.00
	**** 1000 - 3000				\$50,628.00	\$0.00	\$0.00	\$50,628.00
430000	Materials and Supplies							
	Balance Forward				\$4,000.00	\$0.00	\$0.00	\$4,000.00
	Total Activity					\$0.00	\$0.00	
	Ending Balance				\$4,000.00	\$0.00	\$0.00	\$4,000.00
440000	Equipment-Non Depreciated							
	Balance Forward				\$250.00	\$0.00	\$0.00	\$250.00
	Total Activity					\$0.00	\$0.00	
	Ending Balance				\$250.00	\$0.00	\$0.00	\$250.00

Financial Activity Report

From 07/01/2022 thru 06/30/2023

Fund: 1100 Adult Education Fund

Resource: 6015 Adults In Correctional Facili

FD---RE---Y-GO---FN---OB-----SI---TY	Reference	Date	Vendor	Description	BudgetType	Amount	Encumbered	Balance
****	4000	Totals				<u>\$4,250.00</u>	<u>\$0.00</u>	<u>\$4,250.00</u>
571000		Direct Costs for Interprogram Services				<u>\$8,217.00</u>	<u>\$0.00</u>	<u>\$8,217.00</u>
		Balance Forward					<u>\$0.00</u>	
		Total Activity					<u>\$0.00</u>	
		Ending Balance				<u>\$8,217.00</u>	<u>\$0.00</u>	<u>\$8,217.00</u>
****	5000	Totals				<u>\$8,217.00</u>	<u>\$0.00</u>	<u>\$8,217.00</u>

Financial Activity Report

From 07/01/2022 thru 06/30/2023

SUMMARY	Note this summary includes only the account lines that were included on this report			
Fund: 1100 Adult Education Fund	Resource: 6015 Adults In Correctional Facilities			
Revenues	Working	Amount	Encumbered	Balance
Total: 8000 Revenues	\$68,868.00	\$0.00	\$0.00	\$68,868.00
Expenditures				
Total: 1000 Certificated	\$41,184.00	\$0.00	\$0.00	\$41,184.00
Total: 2000 Classified	\$0.00	\$0.00	\$0.00	\$0.00
Total: 3000 Benefits	\$9,444.00	\$0.00	\$0.00	\$9,444.00
Total: 1000 - 3000	\$50,628.00	\$0.00	\$0.00	\$50,628.00
Total: 4000 Books & Supplies	\$4,250.00	\$0.00	\$0.00	\$4,250.00
Total: 5000 Services & Other	\$8,217.00	\$0.00	\$0.00	\$8,217.00
Total: 4000 - 5000	\$12,467.00	\$0.00	\$0.00	\$12,467.00
Total: 1000 - 5000	\$63,095.00	\$0.00	\$0.00	\$63,095.00
Total: 6000 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00
Total: 7000 Other Outgo/Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total: 1000 - 7000	\$63,095.00	\$0.00	\$0.00	\$63,095.00
Total: Net Increase/(Decrease) in Fund Balance	\$5,773.00	\$0.00	\$0.00	\$5,773.00
Total: Beginning Balance	\$143,650.50	\$0.00		
Total: Ending Balance (9790)	\$149,423.50	\$0.00		
Components of Ending Balance				
Total: Reserves (9710 - 9719)	\$0.00	\$0.00		
Total: Designated (9770 - 9780)	\$0.00	\$0.00		
Total: Undesignated	\$149,423.50	\$0.00		

Financial Activity Report

From 07/01/2022 thru 06/30/2023

FUND SUMMARY

Note this summary includes only the account lines that were included on this report

Fund: 1100 Adult Education Fund

	Working	Amount	Encumbered	Balance
Revenues				
Total: 8000 Revenues	\$68,868.00	\$0.00	\$0.00	\$68,868.00
Expenditures				
Total: 1000 Certificated	\$41,184.00	\$0.00	\$0.00	\$41,184.00
Total: 2000 Classified	\$0.00	\$0.00	\$0.00	\$0.00
Total: 3000 Benefits	\$9,444.00	\$0.00	\$0.00	\$9,444.00
Total: 1000 - 3000	\$50,628.00	\$0.00	\$0.00	\$50,628.00
Total: 4000 Books & Supplies	\$4,250.00	\$0.00	\$0.00	\$4,250.00
Total: 5000 Services & Other	\$8,217.00	\$0.00	\$0.00	\$8,217.00
Total: 4000 - 5000	\$12,467.00	\$0.00	\$0.00	\$12,467.00
Total: 1000 - 5000	\$63,095.00	\$0.00	\$0.00	\$63,095.00
Total: 6000 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00
Total: 7000 Other Outgo/Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total: 1000 - 7000	\$63,095.00	\$0.00	\$0.00	\$63,095.00
Total: Net Increase/(Decrease) in Fund Balance	\$5,773.00	\$0.00	\$0.00	\$5,773.00
Total: Beginning Balance	\$143,650.50	\$0.00		
Total: Ending Balance (9790)	\$149,423.50	\$0.00		
Components of Ending Balance				
Total: Reserves (9710 - 9719)	\$0.00	\$0.00		
Total: Designated (9770 - 9780)	\$0.00	\$0.00		
Total: Undesignated	\$149,423.50	\$0.00		



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 20, 2022

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: JAIL KEY MANAGEMENT PURCHASE

SUMMARY:

Overview:

The Kings County Sheriff's Office is requesting approval to purchase two additional key management modules from Real Time Networks for the Kings County Jail.

Recommendation:

- a. Approve the purchase of two additional key management modules from Real Time Networks for the Kings County Jail.
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The full cost of the additional two modules, taxes and associated costs will not exceed \$8,300. There will be no impact to the General Fund. All related expenses will be reimbursed by the Jail COPS equipment fund.

BACKGROUND:

In 2019, your Board approved the Kings County Sheriff's Office to purchase two key management systems from Real Time Networks. The key management systems were purchased with the anticipation of facility expansion. As the facility has grown, so has the need to store and provide additional key sets. To continue our effort at providing a safe and secure facility the Kings County Jail is requesting approval to purchase two additional modules, providing 48 storage spaces. The expectation of the Sheriff's Office is that we continue to expand and provide additional services and resources for the inmate population and citizens of Kings County. In doing so, the need for additional layers of protection and security is critical.

(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

JAIL KEY MANAGEMENT PURCHASE

September 20, 2022

Page 2 of 2

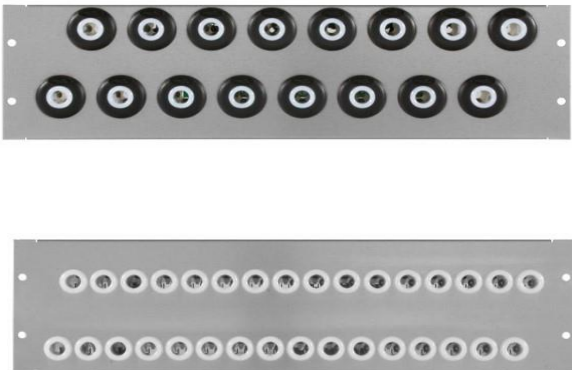
Since the original 2 boxes were purchased, the Kings County Jail has added several inmate classes, inmate vocational services, Mental Health programs, Mental Health restoration programs, supervisory positions, specialty positions, management positions and increased the number of inmate transports to medical appointments and court appearances. The two new panels include a 16 single key module and a 32 key module. 16 single key modules allow for more physical space between key sets, which is necessary for larger facility keys and the 32 key module provides additional spaces for smaller key sets, such as those carried by specialty positions, supervisors and managers.

Quotation

Attn: Travis Day
County of Kings

August 16, 2022

Quotation Prepared By: Gary Thornberg - BDM

Part #	Qty.	Description	Unit Price	Ext. Price
	1	KTA 16 Single Key Module V2		\$6,800.00
	1	KTA 32 Key Module (V2 without Push Release)		
		Additional Fees		
	1	Shipping and Handling, excluding all duties, fees, import taxes and other charges		\$200.00
	1	Remote Technical Services, Installation and Training		\$500.00
				
TOTAL QUOTE				\$7,500.00
*All quotes do not include cabling for ethernet or power to the location the cabinet will be installed				

All prices in US Dollars
Quote is valid for 30 days ONLY.
Payment Terms:50% deposit, 50% upon delivery
Based on General Conditions of Sales of Real Time Networks Inc
1 Year Limited Hardware and Software Warranty

Real Time Networks Inc
16-1833 Coast Meridian Rd
Port Coquitlam, BC V3C 6G5
www.realtimenetworks.com
Tel: 800-331-2882
Fax: 604-941-8480



Terms and Conditions

- 1. Entire Agreement.** These terms and conditions, Real Time Networks Inc.'s ("Real Time") quotation, invoice, or proposal (if applicable), constitute a final, complete and exclusive agreement of the parties ("Agreement"). Terms in Real Time's quotation or proposal (if applicable) shall control to the extent that those terms explicitly amend the terms hereof. No prior dealings, subsequent Customer documents not explicitly agreed to in writing, or course or usage of trade shall supplement or explain any terms herein unless consented to by Real Time in writing.
- 2. Applicability of Terms and Conditions.** Real Time's performance pursuant to this Agreement entered into by the parties shall incorporate by reference these terms and conditions. By placing its order, the Customer hereby agrees to the terms of this Agreement in their entirety and agrees that any additional, different, or inconsistent terms and conditions provided by the Customer in its order form, or any other document shall not be applicable to this Agreement. Real Time may refuse to provide any goods and services under this Agreement without liability if Customer's credit approval (if applicable) is denied.
- 3. Delivery.** Subject to unanticipated delays, Real Time shall deliver the goods that are the subject of this Agreement ("Goods") to the Customer on or before the delivery time set out in the Agreement ("Delivery Time") and in accordance with the delivery term specified therein. If no delivery term or timeline is specified, the delivery term will be Ex Works (EXW), as such term is defined in Incoterms in force on the effective date of the Agreement and the delivery of the Goods shall comply with all Real Time policies for shipping of orders. All products returned to Real Time due to refusal of acceptance by the Customer, without Real Time's consent, will be subject to minimum of 25% restocking charge and Customer must pay return freight to Real Time. Parts must be in original condition and packaging. Custom items and/or dedicated production lots are not returnable.
- 4. Price and Payment.** Real Time reserves the right in response to significant exchange CAD/USD rate fluctuations, without notice and in its sole discretion, to adjust any prices provided in a quotation, proposal, or otherwise to the Customer prior to final acceptance by Real Time of an order. Except as otherwise agreed to by Real Time in writing, prices will be firm as of the date of order acceptance paid in Canadian dollars or US dollars. Real Time reserves the right, in its sole discretion, to require payment in full by the Customer at any time prior to delivery. Overdue payments shall bear interest at a rate of the lesser of 18% per annum or the highest rate permitted by law.
- 5. Restocking Terms:** Returning of stock items only: All claims must be made within ten (10) days of receipts of goods. Customer must inspect receipt at time of delivery to ensure all Goods are in good condition and the order is complete. Evidence of any damages or discrepancies must be provided to Real Time in writing within 24 hours of receipt. Real Time does not bear any responsibility for the any issues, damage or shortages not reported to Real Time. Real Time must authorize all returns. All authorized returns will be subject to a minimum of 25% restocking charge and Customer must pay return freight to Real Time. Parts must be in original condition and packaging. Custom items and/or dedicated production lots are not returnable.
- 6. Taxes.** The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each a "Tax") now or hereafter imposed by any federal, provincial, state, or local government or taxing authority upon the goods or services which are subject matter of this Agreement (except income taxes payable by Real Time) whether the same are payable by, or billed or assessed to Real Time or the Customer, together with any penalties or interest levied or charged in connection therewith.
- 7. Force Majeure.** Real Time shall not be liable for any loss or damage arising from Real Time's failure to perform any obligation or delay resulting from any cause beyond the reasonable control of Real Time or from any act of God, act of war whether declared or undeclared, act of civil or military authority, act of any governmental authority, acts or omissions of the Customer or contractors or subcontractors, civil disturbance, insurrection or riot, sabotage, fire, pandemic, inclement weather conditions, earthquake, flood, strike, work stoppage or other labour difficulty, embargo, fuel or energy shortage, equipment breakdown, delay or accident in shipping or transportation, failure or delay in obtaining necessary manufacturing facilities, labour or materials from its usual sources, or unforeseen circumstances or contingencies.
- 8. Warranty.** The terms of the applicable manufacturer's warranty for the Goods (collectively, the "Warranty") shall apply. Unless stated otherwise in the Warranty, all timelines for the Warranty shall start on Real Time's invoice date. OTHER THAN THE WARRANTY, NO OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, GUARANTEES OR SIMILAR OBLIGATIONS, WHETHER EXPRESS OR IMPLIED BY FACT, BY LAW, INCLUDING ANY STATUTE OR REGULATION, BY CUSTOM OR TRADE USAGE, OR BY ANY COURSE OF DEALING, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR FITNESS FOR A PARTICULAR PURPOSE, ARE APPLICABLE AND ALL OF THE FOREGOING ARE EXPRESSLY DISCLAIMED. OTHER THAN THE WARRANTY, REAL TIME MAKES NO WARRANTY THAT THE GOODS WILL BE SECURE OR ERROR-FREE OR WILL MEET CUSTOMER'S REQUIREMENTS. The Warranty is in the nature of liquidated damages and in substitution for any damages to which the Customer might otherwise be entitled at law or in equity and, in particular, Customer hereby agrees that in lieu of an action arising out of contract or tort, Customer will rely upon the provisions of the Warranty as its sole remedy for any defect or deficiency in the Goods. In respect only of claims made under the Warranty, if there is a conflict or inconsistency between the terms of the Warranty and any other term of this Agreement, including, without limitation, any term of these Terms and Conditions, the terms of the Warranty shall govern.
- 9. Limits of Liability.** REAL TIME SHALL NOT BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ALTERNATIVE TORT REMEDIES OR ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE TO ASSOCIATED EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF PRODUCTION, LOSS OF USE OF CUSTOMER'S PROPERTY, PLANT, EQUIPMENT OR SYSTEM DOWNTIME COSTS OR CLAIMS OF CUSTOMER'S CUSTOMERS. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND REAL TIME'S TOTAL AGGREGATE LIABILITY TO CUSTOMER HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE SPECIFIC GOODS OR SERVICES FROM WHICH ANY CLAIM OR DAMAGES HEREUNDER MAY ARISE. THE FOREGOING LIMITATIONS ON LIABILITY WILL APPLY EVEN IF REAL TIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 10. Indemnification.** Real Time shall indemnify the Customer and its respective officers, directors, employees and agents, hold them harmless and defend them against any and all penalties, claims, actions, damages, liability and expense, including reasonable attorney's fees and court costs resulting from the breach of Real Time's obligations under this Agreement or from the negligence or intentional misconduct of Real Time or its agents, employees, subcontractors or consultants, except to the extent that Real Time's gross negligence or willful misconduct caused the foregoing losses and costs.
- 11. Intellectual Property Infringement:** Real Time warrants that there has been no violation or infringement of trademarks, patent, copyright or any other intellectual property right of another person in the manufacture, production or sale of the goods, materials or services supplied under this agreement. Real Time also warrants that the use of those goods or services by the Customer will not constitute an infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.
- 12. Applicable Law.** This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed by and are to be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and treated in all respects as a British Columbia contract without reference to conflict of law rules. The parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of British Columbia and all courts competent to hear appeals therefrom. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed by the parties with respect to this Agreement and the transactions contemplated hereby.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Detentions	Capital Assets	100000	223000	94000	\$8,300
TOTAL						\$8,300

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff	Revenue Transfer in	100000	223000	89000	\$8,300
TOTAL						\$8,300

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TO BE TRANSFERRED OUT
TOTAL						\$0

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TRANSFERRED IN
TOTAL						\$0

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

To purchase additional key slots for existing Real Time Networks purchase to be reimbursed from the Jail Cops Fund 100804

Dept. of Finance Approval _____

Department Head 

Administration Approval _____

Board Approval _____

BOS meeting date _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 20, 2022

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: ANNUAL MAINTENANCE AGREEMENT FOR EIGHT LIVE SCAN MACHINES WITH IDEMIA MORPHOTRUST USA

SUMMARY:

Overview:

The King's County Sheriff's Office requests authorization to renew the annual maintenance agreements for eight Live Scan machines and approval for the Kings County Purchasing Manager to sign the agreements.

Recommendation:

Approve two maintenance agreements, with varying terms of duration, one retroactively from July 29, 2022 through July 28, 2023, for eight Live Scan machines with IDEMA MorphoTrust USA and authorize the Purchasing Manager to sign the agreements.

Fiscal Impact:

The cost for 24 hour a day and seven day a week coverage for the machines at the Kings County Jail and the Kings County Juvenile Center will be \$8,320. The cost for the machines located at the Kings County Sheriff's Administration Office, Avenal Police Department, Hanford Police Department, Lemoore Police Department, and two machines a Corcoran Police Department will be \$19,782. The cost will be paid out of the CAL-ID Remote Access Network Board funds.

BACKGROUND:

Live Scan is a digital fingerprinting process that replaces traditional ink fingerprinting. The Live Scan machines located at the Kings County Sheriff's Administration Office, Avenal Police Department, Corcoran Police Department, Hanford Police Department, Lemoore Police Department, the Kings County Jail and the Kings County Juvenile Center are due for renewal of the annual maintenance agreements. The current annual

(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

ANNUAL MAINTENANCE AGREEMENT FOR EIGHT LIVE SCAN MACHINES WITH IDEMIA MORPHOTRUST USA

September 20, 2022

Page 2 of 2

maintenance agreements will expire at various times in 2022. One of Corcoran's machines agreements will be retroactive from July 29, 2022 through July 28, 2023.



Idemia Identity & Security
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 34990
QUOTE DATE: 03/30/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 11/09/22
END DATE: 11/08/23

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

HANFORD, CA 93230
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION: KINGS COUNTY PROBATION - 1450 FORUM DR HANFORD, CA 93230

5600-TPE-ED-M24 ANNUAL 24/7 MAINTENANCE

TPE-5600-ED

AEY421902076 1 \$4,160.00

TOTAL: \$4,160.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
--	---	----	--	----	--

NAME: SUSAN NOISSEAU

TITLE: Maintenance Contract Admin

PHONE: (518) 608-1383

FAX: (952) 852-8747

EMAIL: Susan.Noisseau@us.idemia.com

PO NUMBER: _____

SIGNATURE BY: _____

NAME(Print) / DATE _____

TITLE: _____

PHONE / FAX: _____

EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM



Idemia Identity & Security
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 35074
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 12/15/22
END DATE: 12/14/23

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

HANFORD, CA 93230
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION: KINGS COUNTY JAIL - 1570 KINGS COUNTY DR HANFORD, CA 93230

5600-TPE-ED-M24 ANNUAL 24/7 MAINTENANCE

TPE-5600-ED

AEY481902083 1 \$4,160.00

TOTAL: \$4,160.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
--	---	----	--	----	--

NAME: SUSAN NOISSEAU

TITLE: Maintenance Contract Admin

PHONE: (518) 608-1383

FAX: (952) 852-8747

EMAIL: Susan.Noisseau@us.idemia.com

PO NUMBER: _____

SIGNATURE BY: _____

NAME(Print) / DATE _____

TITLE: _____

PHONE / FAX: _____

EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

IDEMIA IDENTITY & SECURITY USA LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

Idemia® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system (“System”) described in Idemia Identity & Security USA LLC’s (“Idemia”) current Maintenance Agreement Addendum (“Addendum”) with customer (“Customer”), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services (“Services”) set forth and in accordance with the terms herein (this “Agreement”) and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia’s technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia’s property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.

- Idemia shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An “Update” means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Idemia’s *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia’s Help Desk.
- Idemia’s Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer’s facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer’s facility within four (4) hours from the time the engineer is dispatched by Idemia’s Help Desk for customers located within a 100 mile radius of an authorized Idemia’s service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall

pay for such after hours service on a time and materials basis at Idemia's then current rates.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per

call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Idemia's invoice for such charges. Customer understands that alterations,

attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Idemia may deliver Idemia-developed Updates to Customer. The terms of Idemia's end user license for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.



Idemia Identity & Security
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 35094
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 12/15/22
END DATE: 12/14/23

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

HANFORD, CA 93230
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION: LEMOORE POLICE DEPARTMENT - 657 FOX ST LEMOORE, CA 93425

5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY491902084 1 \$3,240.00

TOTAL: \$3,240.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
--	---	----	--	----	--

NAME: SUSAN NOISSEAU
 TITLE: Maintenance Contract Admin
 PHONE: (518) 608-1383
 FAX: (952) 852-8747
 EMAIL: Susan.Noisseau@us.idemia.com

PO NUMBER: _____
 SIGNATURE BY: _____
 NAME(Print) / DATE: _____
 TITLE: _____
 PHONE / FAX: _____
 EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM



Idemia Identity & Security

5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55437-3107
USA
Phone (800) 932-0890
FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION**

QUOTE ID: 35075
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 11/09/22
END DATE: 11/08/23

BILL TO: KINGS COUNTY SHERIFF
1400 W LACEY BLVD

HANFORD, CA 93230
United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION: KINGS COUNTY SHERIFF - 1444 W LACEY BLVD HANFORD, CA 93230

5600-TPE-ED-M95
TPE-5600-ED

ANNUAL 9/5 MAINTENANCE

AEY431902078 1 \$3,240.00

TOTAL: \$3,240.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
--	---	----	--	----	--

NAME: SUSAN NOISSEAU
TITLE: Maintenance Contract Admin
PHONE: (518) 608-1383
FAX: (952) 852-8747
EMAIL: Susan.Noisseau@us.idemia.com

PO NUMBER: _____
SIGNATURE BY: _____
NAME(Print) / DATE: _____
TITLE: _____
PHONE / FAX: _____
EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM



Idemia Identity & Security
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 35093
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 12/17/22
END DATE: 12/16/23

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

HANFORD, CA 93230
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION: HANFORD POLICE DEPARTMENT - 425 N IRWIN ST HANFORD, CA 93230

5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY491902087 1 \$3,240.00

TOTAL: \$3,240.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
--	---	----	--	----	--

NAME: SUSAN NOISSEAU
TITLE: Maintenance Contract Admin
PHONE: (518) 608-1383
FAX: (952) 852-8747
EMAIL: Susan.Noisseau@us.idemia.com

PO NUMBER: _____
SIGNATURE BY: _____
NAME(Print) / DATE: _____
TITLE: _____
PHONE / FAX: _____
EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM



Idemia Identity & Security
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 35095
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 12/08/22
END DATE: 12/07/23

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

HANFORD, CA 93230
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION: CORCORAN POLICE DEPARTMENT - 911 HANNA AVE CORCORAN, CA 93212

5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY441902080 1 \$3,240.00

TOTAL: \$3,240.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
--	---	----	--	----	--

NAME: SUSAN NOISSEAU
 TITLE: Maintenance Contract Admin
 PHONE: (518) 608-1383
 FAX: (952) 852-8747
 EMAIL: Susan.Noisseau@us.idemia.com

PO NUMBER: _____
 SIGNATURE BY: _____
 NAME(Print) / DATE: _____
 TITLE: _____
 PHONE / FAX: _____
 EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM



Idemia Identity & Security
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 34477
QUOTE DATE: 02/15/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

 HANFORD, CA 93230
 United States

COVERAGE
START DATE: 07/29/22
END DATE: 07/28/23

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: CORCORAN POLICE DEPARTMENT - 911 HANNA AVE CORCORAN, CA 93212				
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY290902051	1	\$3,240.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TPE-PRT-DUP		65741-002	1	\$342.00
TOTAL:				\$3,582.00

PLEASE CHECK PREFERRED BILLING: ANNUAL INVOICE OR QUARTERLY INVOICE OR MONTHLY INVOICE

NAME: DOMINIQUE LESURE
 TITLE: Maintenance Contract Admin
 PHONE: (714) 238-2043
 FAX: (952) 852-8747
 EMAIL: Dominique.Lesure@us.idemia.com

PO NUMBER: _____
 SIGNATURE BY: _____
 NAME(Print) / DATE: _____
 TITLE: _____
 PHONE / FAX: _____
 EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM



Idemia Identity & Security
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 35092
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 12/26/22
END DATE: 12/25/23

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

 HANFORD, CA 93230
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION: AVENAL POLICE DEPARTMENT - 317 E ALPINE ST AVENAL, CA 93204
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY491902085 1 \$3,240.00

TOTAL: \$3,240.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
--	---	----	--	----	--

NAME: SUSAN NOISSEAU
 TITLE: Maintenance Contract Admin
 PHONE: (518) 608-1383
 FAX: (952) 852-8747
 EMAIL: Susan.Noisseau@us.idemia.com

PO NUMBER: _____
 SIGNATURE BY: _____
 NAME(Print) / DATE: _____
 TITLE: _____
 PHONE / FAX: _____
 EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

IDEMIA IDENTITY & SECURITY USA LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

Idemia® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system (“System”) described in Idemia Identity & Security USA LLC’s (“Idemia”) current Maintenance Agreement Addendum (“Addendum”) with customer (“Customer”), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services (“Services”) set forth and in accordance with the terms herein (this “Agreement”) and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia’s technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia’s property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.

- Idemia shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An “Update” means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Idemia’s *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia’s Help Desk.
- Idemia’s Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer’s facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer’s facility within four (4) hours from the time the engineer is dispatched by Idemia’s Help Desk for customers located within a 100 mile radius of an authorized Idemia’s service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall

pay for such after hours service on a time and materials basis at Idemia's then current rates.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per

call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Idemia's invoice for such charges. Customer understands that alterations,

attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Idemia may deliver Idemia-developed Updates to Customer. The terms of Idemia's end user license for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 20, 2022

SUBMITTED BY: Behavioral Health- Lisa Lewis/Katie Arnst

SUBJECT: GRANT AGREEMENT WITH CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY FOR INVESTMENT IN MENTAL HEALTH WELLNESS GRANT PROGRAM FOR CHILDREN AND YOUTH

SUMMARY:

Overview:

Kings County Behavioral Health is seeking approval of the Grant Agreement Number CY King-01 with California Health Facilities Financing Authority for the investment in mental health wellness grant program for children and youth.

Recommendation:

- a. Authorize the Director of Behavioral Health to sign the grant agreement with California Health Facilities Financing Authority for investment in mental health wellness grant program for children and youth retroactively from February 24, 2022, through May 31, 2023.
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The proceeds of this grant totaling \$227,365 will be used by KCBH to ensure the funding goes toward the investment in mental health wellness grant program for children and youth. This allocation will be added to the Fiscal Year 2022-2023 Adopted Budget revenue and expenditure accounts in Budget Unit 422400 Behavioral Health Alcohol and Other Drugs Grants as depicted on the budget appropriation and transfer form attached to this item.

BACKGROUND:

Kings County Behavioral Health (KCBH) has been awarded the California Health Facilities Authority

(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

GRANT AGREEMENT WITH CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY FOR INVESTMENT IN MENTAL HEALTH WELLNESS GRANT PROGRAM FOR CHILDREN AND YOUTH

September 20, 2022

Page 2 of 2

(CHFFA) Investment in Mental Health Wellness Grant Program for Children and Youth grant. The grant pays for capital start up costs and one year of personnel costs for KCBH to develop its first community based Mobile Crisis Support Team (MCST). This team will focus on children and youth while responding to Kings County schools and Kings County's Child Welfare Services. Services provided will be triage and screening for suicidality, de-escalation, peer support, coordination with physical and mental health care providers, crisis planning and follow-up.

Upon execution of the grant agreement, KCBH will issue a Request for Proposals (RFP) to identify a contracted service provider to implement the MCST. Additionally, KCBH will return to the Kings County Board of Supervisors to request approval to purchase a vehicle for the MCST, as the grant specifies that the County must own the vehicle purchased through the grant.

This agreement is retroactive due to KCBH receiving the grant agreement from CHFFA for County review and execution on June 2, 2022. The grant timeline is as follows:

- January 27, 2022 Email notification from CHFFA to KCBH of pending award.
- February 24, 2022 CHFFA Board approved funding allocation to Kings County for grant.
- March 11, 2022 KCBH received formal award letter from CHFFA.
- June 2, 2022 KCBH received the Grant Agreement from CHFFA.

To date, KCBH has incurred no reimbursable expenses related to this grant and does not plan to incur expenses until the grant agreement is approved by the Kings County Board of Supervisors.

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

**CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY
INVESTMENT IN MENTAL HEALTH WELLNESS GRANT PROGRAM
FOR CHILDREN AND YOUTH
GRANT AGREEMENT NUMBER CY KING-01**

COUNTY OF KINGS

460 KINGS COUNTY DRIVE, SUITE 101, HANFORD, CA 93230

THIS AGREEMENT (the “Agreement”) is made this ____ day of _____ 2022, between County of Kings (“Grantee”) and the California Health Facilities Financing Authority (“CHFFA” or the “Authority”).

RECITALS:

- A. Grantee has applied to CHFFA for a grant from the Investment in Mental Health Wellness Grant Program for Children and Youth to fund the hereinafter defined Project.
- B. CHFFA has determined that Grantee’s Application meets eligibility requirements of the hereinafter defined Regulations. The grant award letter is attached to this Agreement as Exhibit A.
- C. Subject to the availability of grant monies, CHFFA proposes to grant \$227,365.00 (the “Grant”) to Grantee and provide at least some of the Grant funds directly to the Designated Grantee, if any, in lieu of the Grantee in consideration of, and on condition that the Grant be used for the purposes of the Project as described in Exhibit B attached hereto and on the terms and conditions contained herein.
- D. The purpose of this Agreement is to set forth the terms and conditions upon which CHFFA will provide the Grant for the Project.

NOW, THEREFORE, CHFFA and Grantee agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1 – ACTUAL EXPENDITURES REPORT FORM means Actual Expenditures Report Form No. CHFFA 7 CY-03 (09/2018).

Section 1.2 – DESIGNATED GRANTEE means the nonprofit corporation or public agency designated by the Grantee to receive Grant funds for real property acquisition and construction or renovation on such real property.

Section 1.3 – GRANT DOCUMENTS means this Agreement, Grant Agreement between CHFFA and Designated Grantee, if any, and the Grantee’s Application, including all exhibits to such documents.

Section 1.4 – GRANT PERIOD

(a) For Capital Costs as referenced in the Resolution of the Authority in its C, Section 1, Grant Period means the period beginning on February 24, 2022 and ending on May 31, 2023, as such period may be extended upon the prior written approval of CHFFA, which shall become incorporated into this Agreement. This Agreement has retroactive application from February 24, 2022.

(b) For Personnel Costs as referenced in the Resolution of the Authority in its Exhibit A, Section 2, Grant Period means the period beginning on February 24, 2022, for up to five years. Annual grant amounts subsequent to the initial amount granted are subject to availability of annual budget appropriations by the Legislature. The Executive Director, or the Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to continue to disburse those funds as may be available under the State Budget Act for each fiscal year.

Section 1.5 – LEAD GRANTEE means the county or joint powers authority with a county as a member designated on the Application to have the primary responsibility for the fiscal management of Grant funds, records retention, reporting and all of the other aspect of compliance with this Chapter and the Grant Agreement.

Section 1.6 – PROJECT means the project to be funded with the Grant as more particularly described in Grantee's Application and other Grant Documents, although the scope of the Project may be clarified in a report prepared by Authority Staff. The Authority may broaden the definition of the Project at its discretion to ensure the Project can provide the intended services, so long as the broadening of the definition of the Project does not result in additional Grant funds to complete the project or in the misuse of Grant funds. Any written approval of CHFFA to expand the Project shall become incorporated into this Agreement.

Section 1.7 – REGULATIONS means the Investment in Mental Health Wellness Grant Program for Children and Youth regulations at Sections 7313 through 7329 of Title 4, Division 10 of the California Code of Regulations, as may be amended from time to time.

Section 1.8 – RESOLUTION means Resolution number CY 2022-01 adopted by CHFFA on February 24, 2022 approving a grant for \$227,365 to the Grantee to complete the eligible project as described in the Investment in Mental Health Wellness Grant Program for Children and Youth application and in Exhibit A to the Resolution and attached hereto as Exhibit C. Any amendment to the Resolution shall become incorporated into this Agreement.

Section 1.9– REQUEST FOR DISBURSEMENT FORM means Request for Disbursement Form No. CHFFA 7 CY-02 (09/2018).

Section 1.10– STATUTE means the Investment in Mental Health Wellness Act of 2013 (Welfare and Institutions Code Sections 5848.5 and 5848.6) as supplemented by Chapter 30, Statutes of 2016 (SB 833), Section 20, the Investment in Mental Health Wellness Grant Program for Children and Youth and implementing regulations (California Code of Regulations, Title 4, Division 10, Chapter 7 (commencing with Section 7313)).

Section 1.11– Any capitalized terms used but not otherwise defined in this Agreement shall have the meaning set forth in the Regulations.

ARTICLE II – REPRESENTATIONS AND WARRANTIES

Grantee makes the following representations and warranties to CHFFA as of the date of execution of this Agreement and throughout the Grant Period:

Section 2.1 – LEGAL STATUS. Grantee is an “eligible applicant” as described in the eligibility requirements of Section 7314 of the Regulations and has full legal right, power and authority to enter into this Agreement and the other Grant Documents to which it is a party and to carry out and consummate all transactions contemplated hereby and by the other Grant Documents.

Section 2.2 – VALID AND BINDING OBLIGATION. This Agreement has been duly authorized, executed and delivered by Grantee, and is a valid and binding agreement of Grantee.

Section 2.3 – PROJECT AND ELIGIBLE COSTS. The Project and the eligible costs relating to the Project meet the requirements of the Regulations.

Section 2.4 – PROPERTY OWNERSHIP. Grantee or Designated Grantee, as applicable, will have obtained good and marketable fee title to the real property upon acquisition or prior to construction or renovation as applicable. If the Project includes construction or renovation located on real property to be leased by Grantee or otherwise not owned in fee title by Grantee, the requirements of Section 7326 of the Regulations will be satisfied prior to the initial disbursement of Grant funds for construction or renovation.

Section 2.5 – GRANT DOCUMENTS. Grantee has access to professional advice to the extent necessary to enable Grantee to comply with the terms of the Grant Documents.

ARTICLE III - CONDITIONS PRECEDENT TO EACH DISBURSEMENT

CHFFA’s obligation to make each disbursement of Grant funds during the Grant Period under this Agreement is subject to all of the following conditions:

Section 3.1 – DOCUMENTATION. This Agreement shall be fully executed and delivered by Grantee and CHFFA in form and substance satisfactory to CHFFA.

A Grant Agreement shall be fully executed and delivered by Designated Grantee, if any, and CHFFA in form and substance satisfactory to CHFFA.

Section 3.2 – REPRESENTATIONS AND WARRANTIES. The representations and warranties contained in Article II of this Agreement are true and correct as of the date of such disbursement and as certified by Grantee in the applicable Request for Disbursement Form.

Section 3.3 – DISBURSEMENT REQUEST. Grantee shall have delivered to CHFFA a completed Request for Disbursement Form and any other information required by Sections 7325, 7325.1 and 7328 of the Regulations, satisfactory to the Authority.

Section 3.4 – READINESS, FEASIBILITY, AND SUSTAINABILITY. Grantee has submitted to the Authority sufficient documentation to enable Authority staff to conclude the Project is ready, feasible, and sustainable as more particularly described in Section 7325 (a)(2) and (a)(3) of the Regulations. The Authority Staff shall determine Project readiness, feasibility, and sustainability at the time of Initial Allocation or within Nine (9) months following Final Allocation. Limited extensions beyond Nine (9) months may be granted as set forth in Regulations Section 7325(a)(3)(C). Upon request, Grantee shall provide updated information necessary for the Authority to determine Project readiness, feasibility, and sustainability. Failure to demonstrate readiness, feasibility, and sustainability within the timeframes dictated by the Authority may cancel the Grant. In the event Grantee fails to complete the Project by the end of the Grant Period (inclusive of any extensions permitted by the Authority), the Authority may require remedies, including forfeiture and return of the Grant to CHFFA in accordance with the Regulations as set forth in Article VI below.

ARTICLE IV – GRANT DISBURSEMENT PROCEDURES

Section 4.1 – DISBURSEMENT PROCESS

(a) **Initial Disbursements:** Initial disbursement of Grant funds shall be released upon the Authority’s receipt of a completed Request for Disbursement Form and other information required by Section 7325(a)(2) and 7325.1 of the Regulations, satisfactory to the Authority.

(b) **Subsequent Disbursements:** Subsequent disbursements of Grant funds shall be released upon receipt of a completed Request for Disbursement Form, a status report pursuant to Section 7328(a) of the Regulations, an Actual Expenditures Report Form, and any other information required by Sections 7325, 7325.1 and 7328 of the Regulations, satisfactory to the Authority.

(c) **Reports and Reconciliations:** CHFFA shall notify Grantee in writing within ten (10) business days of any deficiencies or discrepancies in the information, forms and reports submitted by Grantee, including any reconciliations the Authority deems necessary as may occur due to projected expenditures exceeding actual expenditures for any of the reporting periods. The Authority will not disburse any funds until Grantee addresses to the Authority’s satisfaction, any deficiencies or discrepancies in the information, forms and reports submitted by Grantee. CHFFA may deduct the difference between actual expenditures and the disbursed amount from the next disbursement or the Grantee shall submit a refund for the difference.

Section 4.2 – AMOUNT OF DISBURSEMENT. The total amount of the Grant shall not exceed the amount authorized under this Agreement and may only be spent for eligible costs. Grant funds are subject to the availability of funds and may be rescinded or reduced. Grantee shall establish an account to deposit the Grant funds and shall maintain this account for purposes of payments of Project expenditures. A segregated sub-account may be used by Grantee provided the statement allows for the accounting of the receipt and expenditure of Grant funds, and the interest earned from these funds, separately from other funds in the account. Upon request, Grantee shall submit copies of all statements for such account or sub-account to CHFFA. At the end of the Grant Period (inclusive of any extensions permitted by CHFFA), any unused Grant funds, interest and investment earnings on such Grant funds revert to and shall be paid to the Authority

Section 4.3 – REAL PROPERTY ACQUISITION BY DESIGNATED NONPROFIT CORPORATION OR PUBLIC AGENCY (DESIGNATED GRANTEE, IF ANY)

(a) Grantee affirmatively supports Grantee’s designation of and collaboration with a designated nonprofit corporation or public agency in lieu of Grantee directly receiving Grant funds to acquire real property. Grantee may request the Authority to release Grant funds to the Designated Grantee, or to the Grantee for disbursement to the Designated Grantee. The Authority will not release Grant funds until and unless the following are met:

- (1) An appraisal completed within the previous six months by a state certified appraiser.
- (2) Evidence of (or execution plan to obtain) legally required zoning for the Program(s).
- (3) Designated Grantee shall provide the Program(s) services.
- (4) Designated Grantee shall execute a Grant Agreement and agree to comply with the Authority’s requirements set forth below and in the Grant Agreement executed by Designated Grantee.

(i) Designated Grantee shall execute a Grant Agreement with the provisions required in Section 7324 of the Regulations. The Grant Agreement shall also provide that in the event Designated Grantee fails to provide any of the services under the Program(s), title to the real property shall be given to Grantee. In addition, the Grant Agreement shall also provide that in the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property.

(ii) Designated Grantee shall provide, upon request, Audited Financial Statements and shall retain all Project and financial records necessary to substantiate the purposes for which the Grant funds were spent for a period of three (3) years after the certification of Project completion has been submitted.

(iii) Designated Grantee shall provide, upon request, a current title report that shows all of the following:

- (A) No easements, exceptions or restrictions on the use of the site that shall interfere with or impair the operation of the Project.
- (B) A fee title subject to the lease agreement described below.
- (C) A deed of trust recorded in the chain of title against the real property that contains the lease agreement described below.

(iv) Designated Grantee shall enter into a lease agreement with Grantee for use of the real property for Crisis Residential Treatment, Crisis Stabilization, or Family Respite Care for the useful life of the Project, including any renewals. The lease agreement shall provide that in the event Designated Grantee fails to provide Crisis Residential Treatment, Crisis Stabilization, or Family Respite Care as provided in the Grant Agreement, title to the real property shall be given to Grantee. In addition, the lease agreement shall also provide that in the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property.

(b) Grant funds shall be returned to the Authority if Grantee and/or Designated Grantee fails to comply with the Authority's requirements.

(c) In the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property. Grantee will assist in facilitating the transfer of title to the real property, and provide any documents and information requested by the Authority for this purpose.

(d) Grantee acknowledges that as Lead Grantee, Grantee is responsible for the completion of the Project and that Grantee shall ensure that the Designated Grantee complies with the requirements of the Grant (including Regulations and Statute). Failure by Grantee and/or Designated Grantee to comply with the requirements of the Grant (including Regulations and Statute) shall constitute an Event of Default under this Agreement.

Section 4.4 – REAL PROPERTY CONSTRUCTION OR RENOVATION BY DESIGNATED NONPROFIT CORPORATION OR PUBLIC AGENCY (DESIGNATED GRANTEE, IF ANY).

(a) Grantee affirmatively supports Grantee's designation of and collaboration with a designated nonprofit corporation or public agency in lieu of Grantee directly receiving Grant funds for construction or renovation of real property acquired with Grant funds under Section 4.3. Grantee may request the Authority to release Grant funds to the Designated Grantee, or to the Grantee for disbursement to the Designated Grantee. The Authority will not release Grant funds until and unless the following are met:

(1) Grantee or Designated Grantee shall provide:

(i) Detail of building plans, costs, and timelines.

(ii) Executed construction contract.

(iii) Architect, design and engineering contracts, if applicable.

(iv) Building permits and conditional use permits, if applicable.

(v) Evidence of compliance with the California Environmental Quality Act.

(vi) Evidence of compliance with prevailing wage law under Labor Code Section 1720 et seq.

(vii) Evidence of property ownership, such as grant deed, title report, or lease agreement and title report.

(2) Requirements under Section 4.3(a).

(b) Grant funds shall be returned to the Authority if Grantee and/or Designated Grantee fails to comply with the Authority's requirements.

(c) In the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property. Grantee will assist in facilitating the transfer of title to the real property, and provide any documents and information requested by the Authority for this purpose.

(d) Grantee acknowledges that as Lead Grantee, Grantee is responsible for the completion of the Project and that Grantee shall ensure that the Designated Grantee complies with the requirements of the Grant (including Regulations and Statute). Failure by Grantee and/or Designated Grantee to comply with the requirements of the Grant (including Regulations and Statute) shall constitute an Event of Default under this Agreement.

ARTICLE V – AFFIRMATIVE AND NEGATIVE COVENANTS

Section 5.1 – CERTIFICATE OF COMPLETION. Within sixty (60) days following completion of the Project, Grantee shall certify to CHFFA that the Project is complete by submitting a Certificate of Completion and Final Report Form No. CHFFA 7 CY-04 (09/2018), and any other information required by Section 7328 of the Regulations, to the satisfaction of CHFFA.

Section 5.2 – COMPLIANCE WITH STATUTE AND REGULATIONS. Grantee shall comply with the requirements of the Investment in Mental Health Wellness Grant Program for Children and Youth, Welfare and Institutions Code Section 5848.5, the Regulations, and all other applicable laws of the State of California. Grantee agrees that continued compliance with these requirements is Grantee's responsibility.

Section 5.3 – AUDIT AND RECORDKEEPING PROVISIONS. Grantee shall maintain satisfactory financial accounts, documents and other records for the Project and shall retain all documentation necessary to substantiate the purposes for which the Grant funds were spent for a period of three (3) years after the certification of Project completion has been submitted. Grantee agrees that the California State Auditor and Authority staff may conduct periodic audits and inspections to ensure that Grantee is using the Grant consistent with Program requirements and the terms of this Agreement.

Section 5.4 – NOTICE TO CHFFA. Grantee shall promptly give notice in writing to CHFFA of any pending or threatened action related to the Project in which the amount claimed is in excess of twenty-five thousand dollars (\$25,000). Grantee shall promptly give notice in writing to CHFFA of any uninsured or partially uninsured loss related to the Project through fire, theft, liability, or otherwise in excess of an aggregate of twenty-five thousand dollars (\$25,000).

Section. 5.5 – RELEASE. Grantee shall waive all claims and recourse against CHFFA including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, Grantee's use of the Grant funds, Grantee's operations, or the Project. The provisions of this Section 5.5 shall survive termination of this Agreement.

Section 5.6 – INDEMNIFICATION. Grantee shall defend, indemnify and hold harmless CHFFA and the State, and all officers, trustees, agents and employees of the same, from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Grant, the Project or the Program. The provisions of this Section 5.6 shall survive termination of this Agreement.

Section 5.7 – NON-DISCRIMINATION CLAUSE. Grantee shall comply with state and federal laws prohibiting discrimination, including those prohibiting discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Section 5.8 – PREVAILING WAGE. Grantee shall comply with California's prevailing wage law under Labor Code Section 1720 et seq. for public works projects.

Section 5.9 – PROJECT COMPLETION. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

Section 5.10 – PAYMENT OF RENT. If any portion of the Project (except for equipment acquisition projects) is located on any real property leased by Grantee, Grantee shall budget for payment of rent each year (unless Grantee pays a nominal yearly rent or has paid full rent under the lease agreement).

Section 5.11 – USE OF FUNDS. Grantee will not, without prior consent of CHFFA, do any of the following: (1) use any Grant funds for purposes other than for the Project unless a change in the use of the Grant is approved in writing by CHFFA; (2) make any changes to the Project as described in the Application or any of the Grant Documents; or (3) dispose of a capital asset before the end of the useful life of the asset.

ARTICLE VI – DEFAULT AND REMEDIES

Section 6.1 – EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

(1) Any representation or warranty made by Grantee, hereunder or under any other Grant Document, that proves to be incorrect in any material respect;

(2) Grantee's failure to perform any term or condition of this Agreement, the Regulations, or any other Grant Document;

(3) Any construction or renovation portion of the Project is located on real property leased by Grantee and the lease agreement terminates before the end of the useful life of the Project and the real property is not simultaneously re-leased under a new lease agreement that complies with the Regulations, or fee title to the property is not simultaneously transferred to Grantee; or

(4) As provided under Section 4.3 or 4.4.

Section 6.2 – NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. CHFFA shall provide written notice to Grantee of any Event of Default by specifying: (1) the nature of the event or deficiency that gave rise to the Event of Default; (2) the action required to cure the Event of Default, if an action to cure is possible; and (3) a date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible, provided, however, so long as Grantee has commenced to cure within such time, then CHFFA may allow the Grantee a reasonable period thereafter within which to fully cure the Event of Default.

Section 6.3 – REMEDIES. If an Event of Default has occurred and is continuing, CHFFA shall have the right to pursue remedies in accordance with Section 7327 of the Regulations and to take any other actions in law or in equity to enforce performance and observance of any obligation, agreement or covenant of Grantee under this Agreement. CHFFA shall also have the right to take and hold title to the real property as provided in Section 4.3 or 4.4.

ARTICLE VII – MISCELLANEOUS

Section 7.1 – ENTIRE AGREEMENT. This Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and may be amended, changed or modified in a writing signed by Grantee and CHFFA.

Section 7.2 – NOTICES. Unless otherwise agreed upon in writing by CHFFA and Grantee, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first-class mail, postage prepaid and addressed as follows:

(i) If to Grantee:

Kings County Behavioral Health

460 Kings County Drive, Suite 101

Hanford, CA 93230

Attention: Lisa D. Lewis, PhD., Director of Behavioral Health

(ii) If to the Authority:
California Health Facilities
Financing Authority
915 Capitol Mall, Suite 435
Sacramento, California 95814
Attention: Executive Director

Section 7.3 – COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one (1) instrument.

Section 7.4 – GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement shall be enforceable in the State of California and any action arising hereunder shall (unless waived in writing by the Authority) be filed and maintained in the County of Sacramento.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first hereinabove written. Grantee certifies that the Authorized Officer below is authorized to execute and deliver this Agreement, and the Authorized Officer or his or her designee is authorized to carry out and consummate all transactions contemplated hereby.

GRANTEE:

COUNTY OF KINGS

By: _____ [Authorized Officer]

Print Name/Title: Lisa D. Lewis, PhD., Director of Behavioral Health

Date: _____

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY:

By: _____
Executive Director

Date: _____

Exhibit A to Agreement



CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

915 Capitol Mall, Suite 435
Sacramento, CA 95814
p (916) 653-2799
f (916) 654-5362
chffa@treasurer.ca.gov
www.treasurer.ca.gov/chffa

MEMBERS

FIONA MA, CPA, CHAIR
California State Treasurer

BETTY T. YEE
State Controller

KEELY MARTIN BOSLER
Director of Finance

ANTONIO BENJAMIN

FRANCISCO SILVA

ROBERT CHERRY, M.D.

VACANT

KATRINA KALVODA

KERI KROPKE, M.A., M.A., CCC-SLP

EXECUTIVE DIRECTOR
Frank Moore

March 11, 2022

Lisa Lewis
Behavioral Health Director
County of Kings
Behavioral Health Department
460 Kings County Drive, Suite 101
Hanford, CA 93230

RE: Investment in Mental Health Wellness Grant Program for Children and Youth
Final Allocation – Third Funding Round
County of Kings
Total Approved Grant Award: \$227,365.00

Dear Ms. Lewis:

I am pleased to inform you that the California Health Facilities Financing Authority (Authority) approved a final allocation to the County of Kings (County) under the Investment in Mental Health Wellness Grant Program for Children and Youth Grant Program (Program) at its February 24, 2022 meeting. The final allocation is set forth in the attachment to this letter.

Please be advised that funding of this grant is conditioned upon the County meeting certain requirements as specified in the Program regulations, including signing a grant agreement and providing requested documentation acceptable to the Authority prior to disbursement of funds. The Authority reserves the right to modify or cancel the commitment of grant funds upon failure to execute a grant agreement or other failure to comply with the Program regulations. The Authority may also modify or cancel the grant award if the Authority becomes aware of any matter which, if known at the time of application review and approval, would have resulted in the rejection of the application or the grant not being approved. The grant is also subject to availability of funds. The Authority is not liable in any manner whatsoever should such funding not be provided for any reason.

The grant period begins on February 24, 2022 and ends on May 31, 2023, unless the grant period is extended by the Authority. The County must be determined “ready, feasible, and

sustainable” as per the Program regulations (California Code of Regulations, Title 4, Section 7319 (a)(4)) within 9 months after February 24, 2022, which is November 24, 2022. A Request for Disbursement form with accompanying documents as per California Code of Regulations, Title 4, Sections 7325 and 7325.1, as applicable, must be received by the Authority no later than January 31, 2023, or you must submit a reasonable justification for an extension to be considered by the Authority board. Eligible costs are described in the Program regulations (California Code of Regulations, Title 4, Section 7315) and are limited to the project as further detailed in the grant agreement and attachment to this letter.

Kylie Stasko will serve as the grant officer to assist you throughout the grant period. The grant officer will be contacting you to discuss the next steps in the grant disbursement process, including the Authority’s request for a resolution from your governing board authorizing the acceptance of the grant and all responsibilities flowing therefrom. If there are material changes to the project, please contact your grant officer immediately. Also, please feel free to contact your grant officer directly with questions or concerns by telephone at (916) 653-2771 or e-mail at Kylie.Stasko@treasurer.ca.gov.

In closing, on behalf of the Authority, I want to congratulate you and wish you success with this project. We look forward to working with you to improve and expand mental health crisis services in California.

Sincerely,



Frank Moore
Executive Director

Attachment

ATTACHMENT

PROJECT DESCRIPTION

The proceeds of the grant will be used by the County of Kings (County) as follows:

Mobile Crisis Support Team

The County will add at least one new mobile crisis support teams by purchasing one new vehicle and hiring two full-time equivalent staff that may include one full-time lead youth crisis clinician and one full-time peer support specialists. The County may use the grant funds, in accordance with Section 7315 of the Children and Youth Program regulations, to finance eligible costs in support of the County's mobile crisis support team program for children and youth.

Summary of Amounts:

Program	Approved Grant Amount
Mobile Crisis Support Team – Capital Funding	\$ 66,310.00
Mobile Crisis Support Team – Personnel Funding	\$ 161,055.00
Total:	\$ 227,365.00

Exhibit B to Agreement

PROJECT DESCRIPTION

The proceeds of the grant will be used by the County of Kings (County) as follows:

Mobile Crisis Support Team

The County will add at least one new mobile crisis support team by purchasing one new vehicle and hiring two full-time equivalent staff that may include one full-time lead youth crisis clinician and one full-time peer support specialist. The County may use the grant funds, in accordance with Section 7315 of the Children and Youth Program regulations, to finance eligible costs in support of the County’s mobile crisis support team program for children and youth.

Summary of Amounts:

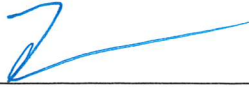
Program	Approved Grant Amount
Mobile Crisis Support Team – Capital Funding	\$ 66,310.00
Mobile Crisis Support Team – Personnel Funding	\$ 161,055.00
Total	\$ 227,365.00

Exhibit C to Agreement

I hereby certify that the attached is a true and exact copy of Resolution No. CY 2022-01 adopted by the California Health Facilities Financing Authority on February 24, 2022 for County of Kings (Investment in Mental Health Wellness Grant Program for Children and Youth-3rd FR).

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

BY



Frank Moore
Executive Director

Date: February 24, 2022

RESOLUTION NO. CY 2022-01

**A RESOLUTION OF THE CALIFORNIA HEALTH
FACILITIES FINANCING AUTHORITY APPROVING
EXECUTION AND DELIVERY OF GRANT FUNDING UNDER
THE INVESTMENT IN MENTAL HEALTH WELLNESS
GRANT PROGRAM FOR CHILDREN AND YOUTH
TO THE COUNTY OF KINGS**

WHEREAS, The California Health Facilities Financing Authority (the “Authority”), a public instrumentality of the State of California, is authorized by the Investment in Mental Health Wellness Act of 2013 (Welfare and Institutions Code Section 5848.5) as supplemented by Chapter 30, Statutes of 2016 (SB 833), Section 20, the Investment in Mental Health Wellness Grant Program for Children and Youth (“Children and Youth Program”) and implementing regulations (California Code of Regulations, Title 4, Division 10, Chapter 7 (commencing with Section 7313)) to award grants for capital funding and personnel funding to finance eligible projects; and

WHEREAS, Authority staff reviewed the application submitted by County of Kings (“Grantee”) against the eligibility requirements of the Children and Youth Program and implementing regulations, and pursuant to the Children and Youth Program and implementing regulations, recommends approval of a grant for the eligible project (the “Project”), which consists of mobile crisis support team capital costs and mobile crisis support team personnel costs, as described in the Grantee’s application and as more particularly described in Exhibit A to this Resolution (Exhibit A is hereby incorporated by reference); and

WHEREAS, the Legislature has and may continue to appropriate funds for mobile crisis support team personnel costs in future fiscal years;

NOW, THEREFORE, BE IT RESOLVED by the California Health Facilities Financing Authority as follows:

Section 1. The Authority hereby approves a grant for capital costs in a total amount not to exceed \$66,310.00 to the Grantee to complete the Project within a grant period that ends on May 31, 2023. Within this grant period, Grantee shall provide evidence acceptable to Authority staff demonstrating the Project shall be open and operational on or before November 30, 2022. Funds shall not be disbursed if Grantee is unable to provide evidence acceptable to Authority staff that the Project is on track to be open and operational on or before November 30, 2022. Grantee must submit all capital cost disbursement requests, including required supporting documentation, to the Authority no later than January 31, 2023.

Section 2. The Authority hereby approves a grant for mobile crisis support team personnel costs in the annual amount not to exceed \$161,055.00 for the Project for up to five years. Annual grant amounts subsequent to the initial amount granted are subject to availability of annual budget appropriations by the Legislature. The Executive Director, or the Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to continue to disburse those funds as may be available under the State Budget Act for each fiscal year.

Exhibit C to Agreement

Section 3. The Executive Director, or the Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to approve any minor, non-material changes in the Project described in the application submitted to the Authority. Nothing in this Resolution shall be construed to require the Authority to provide additional funding, even if more grants are approved, exceeding available funding. Any notice to the Grantee shall indicate that the Authority shall not be liable to the Grantee in any manner whatsoever should such funding not be available for any reason whatsoever.

Section 4. The Executive Director, or the Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to disburse funds not to exceed those amounts approved by the Authority for the Grantee. The Executive Director, or the Deputy Executive Director, are further authorized and directed, for and on behalf of the Authority, to execute and deliver to the Grantee any and all documents necessary to complete the disbursement of funds that are consistent with the Children and Youth Program and implementing regulations.

Section 5. The Executive Director, or Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to do any and all things and to execute and deliver any and all documents which the Executive Director, or the Deputy Executive Director, deems necessary or advisable in order to effectuate the purposes of this Resolution and the transactions contemplated hereby.

Section 6. All funds from this grant must be used in support of the County's mobile crisis support team program for children and youth.

Section 7. This resolution expires on May 31, 2023

Date Approved: February 24, 2022

EXHIBIT A

PROJECT DESCRIPTION

The proceeds of the grant will be used by the County of Kings (County) as follows:

Mobile Crisis Support Team

The County will add at least one new mobile crisis support team by purchasing one new vehicle and hiring two full-time equivalent staff that may include one full-time lead youth crisis clinician and one full-time peer support specialist. The County may use the grant funds, in accordance with Section 7315 of the Children and Youth Program regulations, to finance eligible costs in support of the County’s mobile crisis support team program for children and youth.

Summary of Amounts:

Program	Approved Grant Amount
Mobile Crisis Support Team – Capital Funding	\$ 66,310.00
Mobile Crisis Support Team – Personnel Funding	\$ 161,055.00
Total	\$ 227,365.00

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

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

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
	Behavioral Health	Other Revenue	0001	422400	88025	227,365.00
TOTAL						227,365.00


Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
	Behavioral Health	Prof & Spec Services	0001	422400	92037	227,365.00
TOTAL						227,365.00

(B) Budget Transfer:

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

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

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

Dept. of Finance Approval _____ Department Head 

Administration Approval _____ Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 20, 2022

SUBMITTED BY: Finance – Jim Erb/Megan Campbell
SUBJECT: TRACKER DEBT SOFTWARE CONTRACT

SUMMARY:

Overview:

The Kings County Treasury provides debt management services for the County, Special Districts and School Districts. Software is needed for debt management and payment tracking.

Recommendation:

Approve the debt management software contract with Tracker, a division of C2, LLC.

Fiscal Impact:

Annual cost is \$10,000, which is included in the fiscal year 2022/23 approved budget.

BACKGROUND:

The Treasury is responsible for the on-going maintenance of 30 voter approved debt obligation bonds and four County bond issues that are paid semi-annually and total \$15 million in payments annually. Within the last five years we have increased from 29 bonds to 34. The due dates are not consistent and vary throughout the year. Managing this high volume of debt payments requires more sophisticated software to ensure timely and accurate payments. Tracker allows us to properly verify payment dates and amounts due for each debt obligation bond, as well as consolidating important bond data and history on one system. Included in the cost outlined, Tracker offers to set up all the existing bonds into the system and any new bonds that are approved. Working with Tracker will help ensure correct and timely payments each year as our debt management program continues to grow.

The agreement has been reviewed and approved 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.



A DIVISION OF C2, LLC

SUBSCRIPTION AGREEMENT

This Agreement is entered into and effective as of:

TBD

by and between Tracker, a division of C2, LLC, ("Tracker") a North Carolina Limited Liability Company, having its principal place of business at 106 Langtree Village Drive – Suite 301, Mooresville, NC 28117; and

County of Kings
1400 Lacey Rd
Hanford, CA 93230

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Definitions.

"Customer Data" means all electronic data or information submitted by Customer to the Service.

"Service" means the online, web-based debt management service provided by Tracker via <https://www.tracker.us.com> or <https://dm.tracker.us.com> and/or other designated websites.

"Users" means Customer's employees who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Tracker at Customer's request).

2.0 Service.

2.1 Provision of Service. Tracker shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement. During the term of this Agreement, the functionality of the Service will not be materially decreased from that available as of the Effective Date.

2.2 Users. User subscription is for named Users and may be reassigned from time to time to new Users replacing former Users who have terminated employment or other prior relationship with Customer, changed job status or function, or otherwise no longer requires ongoing use of the Service.

2.3 Description of Service. Tracker will maintain organized easily accessible data for tracking. This data includes, but is not limited to, bond debt and leases. This data will include, but is not limited to, payment amounts and payment due dates. Tracker will input all bonds into its software as well as other information a User may instruct for inputting.

3.0 Use of the Service.

3.1 Tracker Responsibilities. Tracker shall: (i) not use, edit or disclose to any party other than Customer the Customer Data; (ii) maintain the security and

integrity of the Service and the Customer Data; (iii) provide telephone and online standard support to Customer's Users, at no additional charge, (iv) use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, except for: downtime caused by circumstances beyond Tracker's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems not involving Tracker employees, computer or telecommunications failures or delays involving hardware or software not within Tracker's possession or reasonable control, and network intrusions or denial of service attacks, but only to the extent unavailability results notwithstanding the exercise by Tracker of reasonable care and due diligence to avoid or mitigate the same in anticipation of or in response to such causes.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur under Customer account. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Tracker promptly of any such unauthorized use; and (iii) comply with all applicable local, state, and federal laws in using the Service.

3.3 Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iii) attempt to gain unauthorized access to the Service or its related systems or networks.

4.0 Fees, Invoicing & Payment.

4.1 Fees. Tracker may charge fees only in the amount given and only in the manner given for each fee. Tracker will provide the above services to the County of Kings for:

Debt Manager Annual Subscription Fee: \$ 6,600.00 –activated



A DIVISION OF C2, LLC

SUBSCRIPTION AGREEMENT

Additional User[s]: No Charge; Unlimited Users

Portfolio Set Up: Subject to the execution of this document, a one-time fee in the amount of \$ 3,325.00.

Additional Tracker Modules:

Charts & Graphs: \$ 00.00 annually – not activated - bundled

Economic Indicators: \$00.00 annually –not activated - bundled

4.2 Invoicing & Payment. Fees for the Service will be invoiced annually in advance; undisputed charges are due net 30 days from the invoice date.

4.3 Suspension of Service. If Customer's account is 30 days or more overdue, Tracker reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full.

5.0 Proprietary Rights.

5.1 Reservation of Rights. Customer acknowledges that in providing the Service, Tracker utilizes (i) the Tracker name, the Tracker logo, the Tracker domain name, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "Tracker Technology") and that the Tracker Technology is covered by intellectual property rights owned or licensed by Tracker (collectively, "Tracker IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in or to the Tracker Technology or Tracker IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

5.2 License Grant. Tracker grants Customer and its Users a non-exclusive, non-transferable, non-sublicense able right to access and use the Service in accordance with the terms of this Agreement.

5.3 Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service or Tracker Technology; (ii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service; or (iii) disassemble, reverse engineer, or decompile the Service or Tracker Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Service.

5.4 Customer Data. As between Tracker and Customer, all Customer Data is owned exclusively by Customer.

5.5 Suggestions. Tracker shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or its Users relating to the operation of the Service.

6.0 Warranties & Disclaimers.

6.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. Tracker represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it owns or otherwise has sufficient rights to the Service and the Tracker Technology to grant the rights and licenses granted herein; and (iii) the Service and Tracker Technology do not infringe any intellectual property rights of any third party.

6.2 Location of Data. Tracker shall keep all data only on servers located within the United States of America.

7.0 Public Records. Tracker recognizes the Customer is a municipal entity subject to the California Public Records Act, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to Tracker due to Customer's compliance with any law or court order requiring the release of public records.

8.0 Term & Termination.

8.1 Term of User Subscription. This Subscription commences on the Effective Date and continues until terminated by either party. User subscriptions shall automatically renew for additional periods of one (1) year at the price in effect at the time of renewal unless Customer gives Tracker notice of termination at least 30 days prior to the end of the relevant subscription term.

8.2 Termination. Either party may terminate this Agreement at any time upon 30 days' written notice. Upon termination Tracker shall refund to Customer any prepaid fees within seven [7] business days.

8.3 Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Tracker prior to the effective date of termination.

9.0 General Provisions.

9.1 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

9.2 Notices. All notices under this Agreement shall be in writing and shall be delivered to the addresses notified by the parties to each other through the United States Postal Service. This requirement may be waived to allow



A DIVISION OF C2, LLC

SUBSCRIPTION AGREEMENT

electronic mail instead of a written mailed notice except for termination of this contract which must be through a written notice sent through the United State Postal Service.

9.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

9.4 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party.

9.5 Governing Law. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California; and venue is County of Kings, California.

9.6 Entire Agreement. This Agreement represents the entire understanding between the parties with respect to its subject matter, may be amended only by mutual assent and supersedes any previous communication or agreements that may exist.

9.7 Insurance. Tracker shall have and maintain insurance throughout the duration of this contract and any renewals. This insurance must meet the requirements specified in Exhibit A.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

TRACKER, a division of C2, LLC

Name: J. David Silvas

Title: President

Signature _____

Date: _____

County of Kings, CA

Name: _____

Title: _____

Signature: _____

Date: _____

Approved as to FORM
Diane Freeman, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

RISK MANAGEMENT APPROVED AS TO
AS TO INSURANCE

By: _____
Name: _____
Title: _____

ATTEST

Catherine Venturella,
Clerk of the Board, County of Kings
Date: _____



Exhibit A

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work.

Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

C. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below, unless the County's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

1. Commercial General Liability covering bodily injury, personal injury and property damage with minimum limits of Two Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$2,000,000) annual aggregate.

D. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted upon prior approval of the County's Risk Manager.

G. Notice of Cancellation to the County

and Payment of Premiums. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 20, 2022

SUBMITTED BY: Public Works Department – Dominic Tyburski / Mitchel Cabrera
SUBJECT: COUNTY TRACT 931 JACKSON RANCH SUBDIVISION IMPROVEMENT AGREEMENT

SUMMARY:

Overview:

The Subdivision Map Act requires a Subdivision Improvement Agreement prior to the recordation of a subdivision map, which has required infrastructure improvements, to be approved by the Board of Supervisors.

Recommendation:

Approve the Tract 931 Jackson Ranch Subdivision Improvement Agreement.

Fiscal Impact:

This project will not impact the General Fund.

BACKGROUND:

The Kings County Advisory Agency approved Tentative Tract 931 on February 1, 2021. The developer is required to construct improvements for this phase of the subdivision. After construction of said improvements, the Final Map may be approved under the terms and conditions of this agreement. Public Works has reviewed and approved the improvement plans, and the developer will provide the required surety guaranteeing the proper construction of the improvements prior to the approval of the Final Map. The County will not accept private roads constructed under this agreement for maintenance, however the right of way dedications will be accepted on behalf of the public as well as public roads.

County Counsel has reviewed and approved the agreement to form.

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.

Recording requested by:
Board of Supervisors
County of Kings

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

SPACE ABOVE FOR RECORDER'S USE

**AGREEMENT TO CONSTRUCT
LAND DEVELOPMENT IMPROVEMENTS**

R E C I T A L S

This improvement agreement ("Agreement") is made on _____, ____, 2022 (the "Effective Date"), by and among the County of Kings, a political subdivision of the State of California ("County"), and Utica JLL, LLC, a California limited liability company ("Subdivider") (collectively the "Parties", singularly a "Party");

WHEREAS, on February 1, 2021, the Kings County Advisory Agency adopted Resolution No. 21-01 approving Vesting Tentative Tract Map No. 931 ("VTT No. 931");

WHEREAS, Subdivider owns certain real estate within the unincorporated area of Kings County, California, as fully described in **Exhibit A** ("Property"), and known as VTT No. 931, Phase 1;

WHEREAS, the Property was surveyed and platted by Yamabe & Horn Engineering, Inc. and approved by the Kings County Advisory Agency on February 1, 2021;

WHEREAS, Subdivider desires to develop commercial lots on the Property, according to VTT No. 931, Phase 1;

WHEREAS, Subdivider desires to construct improvements, including asphalt concrete paved streets, concrete curb, gutter, and sidewalk, storm draining collection system, sewer, water and street lights after obtaining security bonds for construction of the improvements; and

WHEREAS, Subdivider desires to bond for and complete the improvements as specified by the County and to the satisfaction of the County, independent to the recording of the final subdivision map.

NOW THEREFORE, the Parties agree as follows:

///

1. AGREEMENT RUNS WITH THE LAND

The burdens of this Agreement are binding upon and its benefits inure to all successors-in-interest of the Parties, and constitute covenants that run with the Property, and in order to provide continued notice, the County shall record it.

This Agreement is an instrument affecting title or possession of the Property. All the terms, covenants and conditions herein imposed bind upon and inure to the benefit of the successors in interest of Subdivider. Upon the sale or division of the Property, the terms of this Agreement apply separately to each parcel and the Subdivider(s) of each parcel shall succeed to the obligations imposed on Subdivider by this Agreement.

The Parties understand and agree this Agreement runs with the land (the Property) and, as such, binds all future purchasers, owners, or other holders of interest in the Property (“Future Owner(s)”) to the same extent it binds the current owners of the Property during its term. To this end, Subdivider shall incorporate this Agreement into any contract for the sale, transfer, or any other type of conveyance, in whole or in part of the Property, and require any Future Owner(s) to agree to the terms of this Agreement until its termination. Further, Subdivider shall provide notice to County of any pending sale, transfer, or conveyance of any kind, and submit copies any proposed agreement until escrow closes. The sale, transfer, or conveyance of any interest in the Property is contingent, and escrow will not close until the Future Owner(s) becomes a signatory to this Agreement through a written amendment signed by the Parties’ authorized representatives. Upon the recording of the final subdivision map, this paragraph ceases to operate.

Upon annexation to any city, Subdivider shall fulfill all the terms of this Agreement upon demand by said city as though Subdivider had contracted with said city originally. Any annexing city succeeds to all rights granted to County in this Agreement and may enforce such rights as though the city was the original contracting party.

2. IMPROVEMENTS

Subdivider shall cause the construction of the improvements on the land dedicated for streets, highways, public ways and easements according to the improvement plans proposed by Subdivider and approved by the County’s Department of Public Works Director on 02/15/2022, which are necessary due to the commercial development of the Property.

Subdivider shall arrange for the relocation of all overhead and underground public utility facilities that interfere with the development of the improvements.

Subdivider agrees the County is under no obligation to record the final subdivision map prior to the completion of the improvements, to the satisfaction of the County.

././

3. JOINT COOPERATIVE AGREEMENT

Subdivider 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, but not limited to, the formation of a local improvements special assessment district, to secure the installation and construction of the improvement.

4. RELATIONSHIP OF THE PARTIES

This Agreement is for the development of a private project and the County and Subdivider are not the agent of the other for any purposes.

5. TERM

This Agreement commences on the Effective Date and terminates one (1) year from the date improvements have been accepted by the County and VTT No. 931 records.

6. MAINTENANCE OF IMPROVEMENTS

County shall accept for public benefit those improvements Contractor constructs and completes in accordance with County standards and requirements, and that are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

Subdivider shall construct all necessary temporary drainage facilities, access road and other requirements and assumes responsibility for the proper functioning thereof. Subdivider shall submit plans to the appropriate County agency for review, if required, and maintain said improvements and facilities in a manner that precludes any hazard to life, health and damage to adjoining property.

7. FEES

Under Kings County Development Code section 2307(I)(2), Subdivider shall furnish:

A. Security equal to one hundred percent (100%) of the estimated cost of the improvements of \$7,260,690.00, to insure the faithful performance of this Agreement;

B. Security equal to at least fifty percent (50%) of estimated cost of the improvements of \$3,630,345.00 to insure payment to contractors, subcontractors, and persons furnishing labor, materials or equipment; and

C. Security equal to ten percent (10%) of the estimated cost of the improvements of \$726,069.00, to guarantee the improvements against any defects in workmanship or materials.

The County shall retain the security for twelve (12) months from the date of the acceptance of the improvements and shall release the deposit in accordance with Kings County Development Code section 2307(I). The engineer's estimate of the cost of the improvements, dated October 28, 2021, is attached to this Agreement as **Exhibit B**.

Subdivider paid the County and County acknowledges receipt of: (a) the Final Parcel Map fee of \$1,575.00; and (b) the Subdivision Improvement Plan Check/Inspection fee of \$149,088.80. The County is under no obligation to record the final subdivision map before Subdivider deposits the required fees with the County. The fees described in this Agreement are not an exhaustive of the fees Subdivider is obligated to pay and Subdivider shall pay other required fees, including, but not limited to, recording fees and Zone of Benefit formation fees.

8. INSURANCE

Subdivider shall obtain, maintain and require any contractor or subcontractor engaged to perform work in construction of the improvement a separate policy of insurance in a form and amount acceptable to the County at all times during the performance of the work called for in this Agreement.

9. INDEMNIFICATION

Subdivider shall defend, indemnify and save harmless the County, the past and present members of the Board of Supervisors, the County and 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 Subdivider, its employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by them, or arising in any way from the work called for under this Agreement on any part of the Property, including those matters arising out of the deferment of permanent facilities or the adequacy, safety, use or nonuse of temporary facilities and the performance or nonperformance of the work. This provision does not require Subdivider to indemnify the County against liability for damage arising from the sole negligence or willful misconduct of the County or its agents, employees or independent contractors that are directly responsible to the County.

10. NOTICES

The Parties shall provide notices necessary under this Agreement in writing, and deliver said notices by personal delivery or by first class U.S. mail, postage prepaid, and addressed as follows:

././

County
County of Kings
Public Works Director
1400 West Lacey Blvd., Building 6
Hanford, CA 93230

Subdivider
Utica JIJ, LLC
Jon Lash - Manager
1133 Camelback Street, #12678
Newport Beach CA 92660

Notices are received upon actual receipt if submitted in person, or three (3) days after mailing via first class U.S. mail.

11. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, pandemic, epidemic, labor dispute, or other cause beyond a Party's reasonable control, if the affected Party delivers written notice to the other Party describing the cause of the delay within ten (10) days of the start of the delay. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

12. CHOICE OF LAW

The Parties executed and delivered this Agreement in the County of Kings, State of California. The laws of the State of California governs the validity, enforceability and interpretation of this Agreement and Kings County is the venue for any action or proceeding, in law or equity brought in connection with this Agreement. Subdivider waives any rights it may possess under Code of Civil Procedure section 394 to transfer any action or proceeding arising from this Agreement to a neutral county or other venue for any reason, including inconvenient forum.

13. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provision continue in full force and effect to the extent possible, and the Parties shall treat the unenforceable provisions as a product of an amendment to this Agreement the limited extent required to permit enforcement of the Agreement as a whole.

14. SURVIVAL

The following sections survive the termination of this Agreement: (a) Section 1, Agreement Runs with the Land; (b) Section 7 Fees; (c) Section 8 Insurance; and (d) Section 9 Indemnification.

././

15. EXHIBITS

This Agreement, including the recitals, any exhibits and/or other documents or agreements referenced herein are incorporated into this Agreement as though fully set forth and constitutes the entire agreement between the Parties regarding the particular subject matter of this Agreement. There are no inducements, promises, terms, conditions, or obligations made or entered into by the Parties other than those contained or referenced herein.

16. COUNTERPARTS

The Parties may execute this Agreement simultaneously and in several counterparts, each of which is an original, and together constitute one (1) agreement.

17. AMBIGUITIES

This Agreement represents the contributions of all Parties, who may each elect to be represented by competent counsel and the Parties waive Civil Code section 1654, that ambiguities in a contract are construed against the drafter.

18. AUTHORITY

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

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES ARE ON FOLLOWING PAGE

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

COUNTY OF KINGS

SUBDIVIDER(S)

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

By: _____
Jon Lash, Manager
Utica JIJ, LLC

ATTEST

APPROVED

By: _____
Catherine Venturella, Clerk of the Board

By:  _____
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:  7/12/2022
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Legal Description

Exhibit B: Engineer's Estimate of Cost of Improvements

ACKNOWLEDGMENTS ON FOLLOWING PAGES

Exhibit A

Legal Description

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

BEING A PORTION OF THE SOUTH HALF OF SECTION 9, SECTION 15 AND ALL THAT PORTION OF THE EAST HALF OF SECTION 16, TOWNSHIP 23 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, LYING NORTHEASTERLY OF THE CALIFORNIA AQUEDUCT.

APN (Portions): 048-020-030, 048-010-16, and 048-010-18

Exhibit B



YAMABE & HORN ENGINEERING, INC.

2985 North Burl Ave., Suite 101
 Fresno, CA 93727
 (559) 244-3123, Fax (559) 244-3120

**Engineer's Estimate
 JACKSON RANCH - PHASE 1 STREET IMPROVEMENTS
 Kings County, California**

October 28, 2021

<u>Description</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>	<u>Extension</u>
I. UTICA AVENUE				
<u>CONSTRUCTION</u>				
Clearing & Grubbing	1	LS	\$50,000	\$50,000
Roadway Excavation	4,480	CY	\$25	\$112,000
Hot Mix Asphalt (HMA), Type "A"	2,500	TON	\$90	\$225,000
Aggregate Base, Class II	10,230	TON	\$25	\$255,750
Construct Concrete Curb & Gutter	3,390	LF	\$20	\$67,800
Construct 6" Concrete Curb	160	LF	\$15	\$2,400
Construct Concrete Mountable Curb	1,320	LF	\$25	\$33,000
Traffic Circle Concrete	1,050	TON	\$50	\$52,500
Install Pavement Striping & Markings & Signage	1	LS	\$20,000	\$20,000
Miscellaneous Street Facilities & Operations	1	LS	\$40,930	\$40,930
	Sub-total Construction =			\$859,380
II. 25TH AVENUE				
<u>CONSTRUCTION</u>				
Clearing & Grubbing	1	LS	\$15,000	\$15,000
Roadway Excavation	3,320	CY	\$25	\$83,000
Hot Mix Asphalt (HMA), Type "A"	1,850	TON	\$90	\$166,500
Aggregate Base, Class II	7,570	TON	\$25	\$189,250
Construct Concrete Curb & Gutter	750	LF	\$20	\$15,000
Construct Concrete Mountable Curb	160	LF	\$25	\$4,000
Construct Concrete Accessible Ramp	3	EA	\$2,000	\$6,000
Construct Concrete Sidewalk	2,500	SF	\$6	\$15,000
Install Pavement Striping & Markings & Signage	1	LS	\$20,000	\$20,000
Miscellaneous Street Facilities & Operations	1	LS	\$25,690	\$25,690
	Sub-total Construction =			\$539,440
III. LOCAL ROAD				
<u>CONSTRUCTION</u>				
Clearing & Grubbing	1	LS	\$10,000	\$10,000.00
Roadway Excavation	2,570	CY	\$25	\$64,250.00
Hot Mix Asphalt (HMA), Type "A"	1,190	TON	\$90	\$107,100.00
Aggregate Base, Class II	5,020	TON	\$25	\$125,500.00
Construct Concrete Curb & Gutter	3,970	LF	\$20	\$79,400.00
Construct Concrete Sidewalk	20,260	SF	\$6	\$121,560.00
Install Pavement Striping & Markings & Signage	1	LS	\$2,000	\$2,000.00

Exhibit B



YAMABE & HORN ENGINEERING, INC.

2985 North Burl Ave., Suite 101
Fresno, CA 93727
(559) 244-3123, Fax (559) 244-3120

Engineer's Estimate
JACKSON RANCH - PHASE 1 STREET IMPROVEMENTS
Kings County, California

October 28, 2021

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
Miscellaneous Street Facilities & Operations	1 LS	\$25,500	\$25,500.00
Sub-total Construction =			\$535,310
Total Estimated Street Phase Cost=			\$1,934,130



Exhibit B



YAMABE & HORN ENGINEERING, INC.

2985 North Burl Ave., Suite 101
 Fresno, CA 93727
 (559) 244-3123, Fax (559) 244-3120

**Engineer's Estimate
 JACKSON RANCH - PHASE 1 UTILITY IMPROVEMENTS
 Kings County, California**

October 28, 2021

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Extension</u>
I. WATER MAIN TO SITE				
<u>CONSTRUCTION</u>				
Mobilization and Traffic Control	1	EA	\$50,000	\$50,000
8" PVC C900 Water Main	22,280	LF	\$90	\$2,005,200
8" Butterfly Valves	7	EA	\$1,900	\$13,300
Vacum/Air Relief Valves	12	EA	\$3,500	\$42,000
Blow-off Valves	5	EA	\$3,000	\$15,000
Connect to existing main	1	EA	\$2,500	\$2,500
Bore & Jack Interstate 5	730	LF	\$1,000	\$730,000
	Sub-total Construction =			\$2,858,000
II. FIRE SERVICE SYSTEM				
<u>CONSTRUCTION</u>				
Mobilization	1	LS	\$5,000	\$5,000
Fire Pump w/Controllers & Piping	1	LS	\$65,550	\$65,550
Control Line Pump & Site	1	LS	\$15,000	\$15,000
Fencing and Site Improvements	1	LS	\$2,500	\$2,500
Onsite Valves & Backflow	1	LS	\$25,650	\$25,650
Electrical Control Facilities	1	LS	\$50,000	\$50,000
Emergency Generator	1	LS	\$250,000	\$250,000
	Sub-total Construction =			\$413,700
III. ON-SITE SANITARY SEWER SYSTEM				
<u>CONSTRUCTION</u>				
Mobilization	1	LS	\$40,000	\$40,000
48" Sanitary Sewer Manhole, City of Handford Std. SS-11	26	EA	\$3,500	\$91,000
8" PVC SDR35 Sewer Main	5,190	LF	\$35	\$181,650
	Sub-total Construction =			\$312,650
IV. ON-SITE STORM DRAINAGE SYSTEM				
<u>CONSTRUCTION</u>				
Mobilization	1	LS	\$40,000	\$40,000
48" Storm Drain Manhole, City of Hanford Std. SS-11	28	EA	\$3,000	\$84,000
Storm Drain Inlet, City of Handford Std. SD-17	8	EA	\$3,500	\$28,000

Exhibit B



YAMABE & HORN ENGINEERING, INC.

2985 North Burl Ave., Suite 101
 Fresno, CA 93727
 (559) 244-3123, Fax (559) 244-3120

**Engineer's Estimate
 JACKSON RANCH - PHASE 1 UTILITY IMPROVEMENTS
 Kings County, California**

October 28, 2021

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
Storm Drain Drop Inlet @ Parcel #1	1 EA	\$3,000	\$3,000
Storm Drain Outfall Structure @ Drainage Channel	1 EA	\$12,000	\$12,000
18" RGRCP Storm Main to Basin	227 LF	\$60	\$13,620
24" RGRCP Storm Main to Basin	2,406 LF	\$80	\$192,480
Sub-total Construction =			\$373,100

V. ON-SITE WATER DISTRIBUTION

CONSTRUCTION

Mobilization	1 LS	\$40,000	\$40,000
2" PVC Water Main (Future Service Connection)	526 LF	\$40	\$21,040
4" PVC Water Main	4,135 LF	\$60	\$248,100
8" PVC C900 Water Main	2,143 LF	\$90	\$192,870
Sub-total Construction =			\$502,010

VI. ON-SITE FIRE DISTRIBUTION

CONSTRUCTION

Mobilization & Traffic Control	1 LS	\$37,000	\$37,000
Future Fire Service Connection	15 EA	\$6,500	\$97,500
6" PVC C900 Water Main	640 LF	\$80	\$51,200
8" PVC C900 Water Main	6,210 LF	\$90	\$558,900
Fire Hydrant	8 EA	\$15,000	\$120,000
Blow-off Assembly	1 EA	\$2,500	\$2,500
Sub-total Construction =			\$867,100

Total Estimated Utility Phase Cost= \$5,326,560





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 20, 2022

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: AGREEMENT FOR TEMPORARY ENCROACHMENT IN COUNTY RIGHT OF WAY

SUMMARY:

Overview:

The property owner of 21935 Fremont Ave (APN 004-161-087) Jesus Andrade has requested the county allow a time extension for the removal of trees encroaching into the county right of way.

Recommendation:

Approve the Agreement letter with Jesus Andrade for a time extension for removal of trees encroaching in county right of way.

Fiscal Impact:

This action will have no fiscal impact.

BACKGROUND:

In accordance with the Streets and Highway Code Section 1480.5, the Road Commissioner may immediately remove, or by notice may require the removal of certain encroachments including those which may cause obstructions or traffic hazards. The owner of the parcel, APN 004-161-087 (Jesus Andrade), has requested to defer removal of trees encroaching into the county right of way until a future date if allowed by Kings County, with the condition that the county be indemnified and held harmless for any claims that could arise from the unwanted encroachment. A county hired surveyor has verified the right of way and the trees encroaching. Staff has worked with county counsel to prepare an agreement allowing the property owner a time extension until the end of the 2022 calendar year to remove the trees. Staff requests that your Board authorize the Chairman and Clerk of the Board to sign the Agreement.

The Agreement has been reviewed and approved 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.



COUNTY OF KINGS
 DEPARTMENT OF
 PUBLIC WORKS

Kings County Government Center
 1400 W. Lacey Boulevard
 Hanford, CA 93230
 Phone: (559) 852-2690
 FAX: (559) 582-2506

Dominic Tyburski, P.E., Director

September 20, 2022

Jesus Andrade
 21935 Fremont Ave.
 Lemoore, CA 93245

This letter formally acknowledges our agreement as to the removal of the row of 48 almond trees in the County's right-of-way along the west edge of the above-referenced property, where it abuts 22nd Avenue.

On April 20, 2021, and again on June 21, 2021, the Kings County Public Works Department posted Notices of Violation (NOV) on the property describing the violation. You acquired ownership of the property after the first two NOV's were posted. Consequently, a third NOV was posted on April 5, 2022 (attached as Exhibit A).

As previously discussed, the County has agreed:

- (1) To allow all but the five southernmost of the offending trees to remain in place until after this year's harvest, to afford you the opportunity to mitigate unexpected losses.
- (2) To not enforce its property right to the easement prior to December 31, 2022.
- (3) To not remove the trees under Streets and Highways Code Section 1480.5, nor take administrative action to abate the trees as a public nuisance under Chapter 14, Article IV of the Kings County Code, until January 1, 2023. Such removal would be at the property owner's expense.
- (4) To not levy any fines, fees, or administrative penalties against you prior to December 31, 2022.

In consideration for the County not enforcing its right-of-way, and other rights and authorities before December 31, 2022, you agree that:

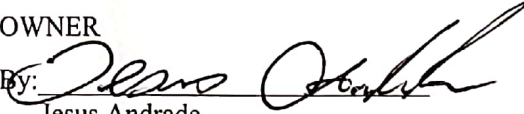
- (1) The five southernmost of the offending trees will be removed no more than 20 days from the signing of this agreement by all parties. These five trees have been determined to be a visual obstruction for persons attempting to safely enter 22nd Avenue from the driveway immediately south of your property.
- (2) All remaining offending trees, and all stumps, will be removed no later than December 31, 2022.
- (3) You will hold the County harmless for any claims that may arise from the trees' presence in the right-of-way. You will indemnify and defend the County in any claims that may be raised against the County where the offending trees are an actual or proximate cause of the claim, including attorney fees and costs.
- (4) If the trees are not removed by December 31, 2022, the County may initiate appropriate administrative action against you. If the County is successful in that action, you will be liable for all fines as of the date of the NOV.
- (5) You are waiving your right to appeal the NOV in an administrative hearing, where you would have the right to a neutral hearing officer, to present evidence favorable to your position, to challenge the evidence offered against you, and to be represented by an attorney.

By signing this agreement, you are acknowledging that you have had the opportunity to review the terms of this agreement, including the opportunity to consult an attorney regarding your rights, and that you agree to the terms and conditions of this agreement. You further affirm that you will not violate the County's right-of-way in the future, and that any future violation will be subject to immediate abatement without notice.

COUNTY OF KINGS

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

OWNER

By: 
 Jesus Andrade
 Property Owner

ATTEST

By: _____
 Catherine Venturella, Clerk of the Board



COUNTY OF KINGS

DEPARTMENT OF
PUBLIC WORKS

Kings County Government Center
1400 W. Lacey Boulevard
Hanford, CA 93230
Phone: (559) 852-2690
FAX: (559) 582-2506

Dominic Tyburski, P.E., Director

April 5, 2022

Jesus Andrade
21935 Fremont Ave.
Lemoore, CA 93245

Dear Mr. Andrade,

This letter is concerning the orchard planted on your property (21935 Fremont Ave) with trees planted in the county's right-of-way. The trees are creating a traffic hazard, and potential liability issue as they are an obstruction of the clear recovery zone, and must be removed from the county right-of-way.

The California Highway design manual Section 309.1 defines a clear recovery zone as "an unobstructed....area beyond the edge of the traveled way which affords the drivers of errant vehicles the opportunity to regain control".

You may hire a surveyor, at your expense, to verify the location of the right of way prior to removing your trees. If you elect to not hire a surveyor and the County determines that the obstruction has not been fully removed, you may be subject to a fine of three hundred fifty dollars (\$350) each day the encroachment remains.

In accordance with the Streets and Highway Code Section 1480.5, the Road Commissioner may immediately remove, or by notice may require the removal of, any of the following encroachments:

- (a) An encroachment which obstructs or prevents the use of a county highway by the public.
- (b) An encroachment which consists of refuse.
- (c) An encroachment which is a traffic hazard.

In accordance with the Streets and Highway Code Section 1483, If the encroachment is not removed, or its removal not commenced and diligently prosecuted, prior to the expiration of 10 days from and after the service or posting of the notice, the person causing, owning, or controlling the encroachment forfeits three hundred fifty dollars (\$350) for each day the encroachment continues unremoved. The road commissioner shall immediately remove an encroachment that effectually obstructs and prevents the use of the highway by vehicles.

If you have any questions, please contact the Kings County Public Works office at (559) 852-2601.

Thank You,

Mitchel Cabrera, P.E.
Chief Engineer
Kings County Public Works



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 20, 2022

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: LEASE WITH FARM SERVICE AGENCY FOR AG BUILDING SPACE

SUMMARY:

Overview:

The United States Department of Agriculture Farm Service Agency has requested a three-year extension to the existing lease for office space in the Agriculture Building.

Recommendation:

Approve the Lease Amendment No. 7, retroactively effective from January 1, 2022 through December 31, 2024 for an extension to the existing lease for an office space in the Agriculture Building.

Fiscal Impact:

This action will provide lease revenue to January of 2025 in an annual amount of \$95,519 in Budget Unit 110900, Account 84002 (Rents and Concessions).

BACKGROUND:

The United States Department of Agriculture (USDA) currently leases 4,082 rentable square feet of office space in the Agriculture Building. The previous lease expired in January 2022 and has been operating on a month-by-month basis since that time. The USDA is proposing to leave the terms as they are, with no increase in the lease rate. In 2016, the rate was increased to about 17% based on a lease survey during that time when the lease was renewed. The annual amount of \$95,519 is based on a \$23 per square foot for 4,082 rentable square feet.

County Counsel has reviewed and approved the agreement to form.

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.

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT No. 7
	TO LEASE NO. Kings County – CA – FSA Office
ADDRESS OF PREMISES 680 Campus Drive Hanford, CA 93230	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Kings County Government Center**

whose address is: 1400 West Lacey Blvd., Hanford, California 93230

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **January 1, 2022** through **December 31, 2024**.
2. **Effective January 1, 2022**, the Government will pay the Lessor annual rent of **\$95,518.80** payable at the rate of **\$7,959.90** per month (representing **\$23.40*** per square foot for 4,082 rentable square feet of office space) in arrears. (*Rates may be rounded.)
3. The lease is amended to include FAR Part 52.204-25 (attached to this lease document) which will be initialed by the Lessor and Government.
4. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

This Lease Amendment contains 4 page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Lease Contracting Officer, USDA
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

LESSOR: _____ GOVERNMENT: _____

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

LESSOR: _____ GOVERNMENT: _____

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

LESSOR: _____ GOVERNMENT: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 20, 2022

SUBMITTED BY: Administration – Edward D. Hill/Kyria Martinez

SUBJECT: AMERICAN RESCUE PLAN ACT COMMITTEE RECOMMENDATIONS

SUMMARY:

Overview:

The State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act (ARPA), was signed into law by President Biden on March 11, 2021. The bill includes \$65.1 billion in direct, flexible aid to every county in America. An additional \$65.1 billion has been allocated to States, metropolitan cities, and non-entitlement units of local government. Kings County received \$29,706,802. The funds are intended to provide support in responding to the impact of COVID- 19 and their efforts to contain COVID-19 in their communities, residents, and businesses.

Recommendation:

Authorize the use of American Rescue Plan Act funding in the amount of \$2,027,769 for projects recommended by the ARPA Committee.

Fiscal Impact:

The County has received the total \$29,706,802 directly from the U.S. Treasury. As of today, the funds sit in fund 100015 so it does not fall into general fund balance. A new budget unit was created, budget unit 110910. The Department of Finance transfers the revenue to budget unit 110910 as requested. The ARPA Committee has identified some imminent need for use of the funds to be considered for allocation as part of the spending plan of the ARPA Committee. The total amount of ARPA funds allocated in the Adopted Budget for Fiscal Year 21/22, was \$9,409,567. After the FY 21/22 budget was adopted, the Board approved one-time \$500 lump-sum payments to all full-time County employees, with these expenses being allocated at \$810,000. On January 25, 2022, the Board approved two items, the purchase of Lucas CPR Machines and Office 365 for three years, in a total amount of \$1,139,909. On May 17, 2022 the Board approved the use of these funds, in the amount of \$608,260 to fund the County’s class

(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

AMERICAN RESCUE PLAN ACT COMMITTEE RECOMENDATOINS

September 20, 2022

Page 2 of 5

and pay study. On June 28, 2022 the Board approved \$1,362,490 for the COVID-19 related payroll expenses experienced by the County between March 3, 2021 through June 20, 2022 leaving a balance of \$15,587,826. On July 12, 2022 the Board approved \$2,440,274 for CSD Ops & drought relief, Cemetery District relief project, Kettleman City Foundation, Digital Marketing for small businesses, Assessor computer equipment and Kings County Housing Authority-Public Safety. On July 19, 2022 the Board approved \$6,000,000 for small business assistance. Finally, on August 9, 2022 the Board approved using \$2,000,000 for the 3% salary increase in December 2022.

In Fiscal Year 21/22 Adopted budget the Board added \$9,409,567 of ARPA funds for the first time to be added in the adopted the budget. Of the \$9,409,567, \$2,035,126 was scheduled to be used in Public Health for combating COVID-19. Since the receipt of the ARPA funds, Public Health has received various funding sources for the same purposes through federal and state funds, alleviating the use of the original \$2,035,126. To date Public Health has used only \$810,087 and is requesting to return the amount of \$1,225,039 back to the American Rescue Plan trust.

The current proposed amount for ARPA fund use at this time is \$2,027,769. If the Board approves the proposed recommendations the remaining balance of the ARPA funds including the \$1,225,039 addition from Public Health would be \$3,222,968.

BACKGROUND:

On May 17, 2021 the U.S. Department of the Treasury published guidance that governs the implementation of the ARPA COVID-19 State and Local Fiscal Recovery Funds. On January 6, 2022 the U.S. Department of the Treasury issued the final rule for the State and Local Fiscal Recovery Funds.

The final rules have been adopted as final.

Counties will receive the funding in two tranches, with 50 percent provided in Fiscal Year 21/22 and the balance distributed roughly 12 months later. At this time the County has received both allocations totaling \$29,706,802.

Administration is recommending the continued phasing of the allocated funds as items are identified through the County internal ARPA Committee. This round of ARPA allocation requests are for funds to upgrade the Board Chambers, add information technology upgrades by enhancing security via multi-factor authentication, funds for restoration of County records through our Clerk of the Board, enhance the Excelsior-Kings River Resource Conservation (EKRC) districts ability to expand conservation practices in Kings County, upgrade our existing payroll system, add shade structure to the parks, add janitorial expansion cleaning in the Kings County jail, conduct an enterprise resource planning evaluation of the county finance systems, purchase a coroner storage container with digital conversion of records, and also vehicle GPS system to send a location signal so user can identify apparatus by location.

- \$500,000 Additional funds for Board Chambers upgrades. The Clerk of the Board brought a request for ARPA funds through the first round of request and was added to the budget in August 2021. At that time the request was \$150,000. The dais where the Board sits was built in 1977 and the countertop does not allow for access through modern technology for the Board members and the access for other entities

Agenda Item

AMERICAN RESCUE PLAN ACT COMMITTEE RECOMENDATOINS

September 20, 2022

Page 3 of 5

Board members who may be disabled to access the dais without going through the Administration office. The audience seating in the chambers is original from 1977 and has become worn and out of compliance as well as the flooring. The room will need to have an Americans with Disabilities Act (ADA) compliant installed podium, building of an access ramp to the dais and floating out the slope of the floor to accommodate said podium and access to the staff access area, hence the new carpet request. Due to the remediation of the ceiling and having it open, the Contractor and the Public Works Department will have access to the central heating and cooling system, electrical components for equipment and fire suppression systems to inspect and repair before the new LED lighting and roof are installed, due to the drop ceiling currently installed there is no access to these systems.

- \$280,000 for the Information Technology department for enhanced security via multi-factor authentication (MFA). Just as anti-virus software was a nice to have feature that became a requirement, so too is MFA. It makes for two forms of login possible, a password and a key sent to the user which enhances the County's security posture. Keeping our data secure ensures that the County can continue to provide services to our constituents during the pandemic or any other emergency. Ransomware and other malware could tie up critical systems and leave the County unable to function or respond to citizens.
- \$600,000 Clerk of the Board Record Preservation project. This is a request to secure and improve access for 50 Original Official Record Books from the creation of Kings County and all actions of the Board of Supervisors from 1893 to 1977, which will preserve the books for today's citizens and future generations. The historic record books span over 80 years and include 20,000 instruments. The services and products proposed include restoration, preservation, digitization, a web-based search engine, fire resistant and water-resistant disaster safe binders and specialized shelving to house the books once sealed. By digitizing these records, County staff will have access to these historic records to research and review during an office closure, pandemic, natural disaster, or cyber attack. The project will also include up to 78 boxes of archived documents in the warehouse from 1977-1997, spanning 20 years and over 280,000 instruments that are currently only accessible by microfilm or by request to retrieve said boxes for research, including these documents into the searchable web-based program and preserving them and placing them in disaster proof boxes. The final part of the project is by request of the Sheriff Dave Robinson to include the original booking ledger for the Kings County Sheriff which shows mug shots, physical description of the crime and sentencing information from 1893 to 1944 to be restored, preserved, digitized, indexed to a web-based search engine and placed in a fire resistant and water-resistant disaster safe binder to preserve this part of history.
- \$75,000 to enhance the Excelsior-Kings River Resource Conservation Districts (EKRCDD) ability to expand conservation practices in Kings County. Prior to the COVID-19 pandemic EKRCDDs Board of Directors committed to reestablishing the district. They hired a consultant to assist managing the district while searching and applying for grant funds. As the pandemic expanded the ability to identify appropriate funding diminished and their original consultant terminated their agreement. Now as more funding is coming available EKRCDD is working with a new consultant and is waiting for award announcements for two current grant applications. ARPA funds will ensure EKRCDDs ability to continue to grow and implement conservation projects in Kings County.
- \$196,750 to the Finance Department to start the scope of the project to upgrade People Tools and apply the latest PUM Image to the PeopleSoft environments, including migrating and updating the SQL Server to the latest version (2019). The purpose of this project is to obtain Oracle support, as the County's current version of People Tools (8.56) is unsupported. Oracle will no longer issue critical patch updates

Agenda Item

AMERICAN RESCUE PLAN ACT COMMITTEE RECOMENDATOINS

September 20, 2022

Page 4 of 5

for the 8.56 version of Tools, and Cherry Road, the County's PeopleSoft consultants, will not have the ability to escalate issues to Oracle support if they are unable to resolve an issue.

- \$100,000 to supplement the Proposition 68 funded shade structure addition and ADA improvements to existing play areas at Hickey and Burris parks.
- \$144,738 to the Kings County Public works to implement janitorial cleaning within the Kings County jail. This would include routine cleaning, sanitation, and stocking of necessary hygiene items. Currently statistics have shown that incarcerated individuals are infected by the COVID-19 rate more than five times higher than the nation's overall rate. This project would greatly improve health and safety within the facility by mitigating the spread to both staff and inmates.
- \$35,000 to the Kings County Sheriff's Office, Coroner division, for a 40-foot storage container on a concrete foundation. The container would be used for the storage of files, tools, other equipment, and estate items that overwhelmed the current storage due to the COVID-19 pandemic deaths, over the past two years. Over the course of the pandemic, this office has seen an over 90% increase in it's cases, causing us to use office space to house equipment, files, specimens and other COVID-19 related items. The second portion of this request is for digital conversion of some coroner files to free up workspace in the office.
- \$96,281 to the Kings County Fire Department for a project that would provide the Emergency Dispatch Center the capability of dispatching the closest available fire unit to a request for service or scene of an emergency. The Dispatch Center would be capable of viewing available resources on a digital map and make appropriate assignments based on location enhancing efficiency and reducing incident response times. This project supports community health and improves emergency response to all citizens of the County.

Pursuant to the Treasury guidance, Fiscal Recovery Funds can be used to cover costs incurred beginning on March 3, 2021, with the exception to some categories, and all funds must be obligated by December 31, 2024. All funds must be spent, and all work completed by December 31, 2026. This period during which recipients can expend funds is considered the "period of performance."

On June 22, 2021, Administration brought a study session to give an overview presentation to describe the initial categories of funding and proposals submitted by County staff for consideration.

On August 3, 2021, Administration brought an additional study session outlining the first round of ARPA fund allocations. Those items were included in the 21/22 Final Budget.

After the Fiscal Year 21/22 budget was adopted, the Board approved one-time \$500 lump-sum payments to all full-time County employees, with these expenses being allocated at \$810,000.

On January 25, 2022, the Board approved two items, the purchase of Lucas CPR Machines and Office 365 for three years, in a total amount of \$1,139,909.

On May 17, 2022, the Board approved the use of these funds, in the amount of \$608,260 to fund the County's class and pay study.

Agenda Item

AMERICAN RESCUE PLAN ACT COMMITTEE RECOMENDATOINS

September 20, 2022

Page 5 of 5

On June 28, 2022, the Board approved \$1,362,490 for the COVID-19 related payroll expenses experienced by the County between March 3, 2021 through June 20, 2022 leaving a balance of \$15,587,826.

On July 12, 2022, the Board approved \$2,440,274 for CSD Ops & drought relief, Cemetery District relief project, Kettleman City Foundation, Digital Marketing for small businesses, Assessor computer equipment and Kings County Housing Authority-Public Safety.

On July 19, 2022, the Board approved \$6,000,000 for small business assistance.

On August 9, 2022, the board approved using \$2,000,000 for the 3% salary increase in December 2022.

Local relief funds are described in four primary categories which are as follows:

- Respond to the public health emergency or its negative economic impacts;
- Respond to workers performing essential work during COVID-19;
- The provision of government services to the extent of the reduction of revenue due to COVID-19; and,
- Make necessary investments in water, sewer, and broadband infrastructure.

Within these broad expenditure categories, counties have flexibility to decide how best to use the funding to meet specific community needs with the ultimate goal to respond to the COVID-19 public health emergency and its economic impacts. The items presented today fall in the categories of responding to the public health emergency or its negative economic impacts and the provision of government services.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 20, 2022

SUBMITTED BY: Administration – Edward D. Hill/Kyria Martinez

SUBJECT: RESPONSE TO GRAND JURY REPORT ENTITLED “FOLLOW UP TO GRAND JURY 2020-2021 PEDESTRIAN SAFETY IN KETTLEMAN CITY: A COMMUNITY’S LONG-STANDING PLEA FOR IMPROVEMENTS”

SUMMARY:

Overview:

Pursuant to Section 933 of the California Penal Code, the Board and Kings County Public Works are required to respond to the findings and recommendations outlined in the Grand Jury’s report titled Follow Up to Grand Jury 2020-2021 Pedestrian Safety in Kettleman City: A Community’s Long-Standing Plea for Improvements. The Board’s response has been prepared for review and approval.

Recommendation:

Approve the Board of Supervisors’ response to the Grand Jury report titled Follow Up to Grand Jury 2020-2021 Pedestrian Safety in Kettleman City: A Community’s Long-Standing Plea for Improvements.

Fiscal Impact:

The County has secured \$2 million via Assemblymember Salas in Senate Bill (SB) 119, which has been deposited in the County treasury and included in the Fiscal Year 2022-23 Final Budget. An additional \$6 million appropriation is currently included in the state budget (SB 179) via another request from Assemblymember Salas – however, the budget bill is still in the approval process and has not been passed. Therefore, the County has yet to receive this allocation. The project was last estimated to cost \$7 million, per the required response to this report by Kings County Public Works.

(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

RESPONSE TO GRAND JURY REPORT ENTITLED “FOLLOW UP TO GRAND JURY 2020-2021 PEDESTRIAN SAFETY IN KETTLEMAN CITY: A COMMUNITY’S LONG-STANDING PLEA FOR IMPROVEMENTS”

September 20, 2022

Page 2 of 2

BACKGROUND:

The 2020-2021 Grand Jury initially investigated pedestrian crossing safety concerns in Kettleman City at General Petroleum Avenue and State Route (SR) 41. The findings in the report included identification of evidence supporting needed improvements for pedestrian crossing at SR 41 and General Petroleum Avenue, lack of warning signage for motorists approaching the crosswalk, and proposed a pedestrian bridge be constructed for long-term safety for the residents of Kettleman City, particularly schoolchildren.

The recommendations from the initial investigation were outlined in the original report titled *Pedestrian Safety in Kettleman City: A Community’s Long-Standing Plea for Improvements*. The current Grand Jury are following up on the status of those initial recommendations. In assessing the status of the Grand Jury’s recommendations from the initial report, they conducted interviews with a County Supervisor, the Director of Public Works, the Superintendent of Reef Sunset School District, a member of the Assembly Ethics Committee, and CalTrans (District 6). These follow up interviews resulted in four findings and four recommendations.

Public Works and the Board were provided with the *Follow Up to Grand Jury 2020-2021 Pedestrian Safety in Kettleman City: A Community’s Long-Standing Plea for Improvements* report on June 28, 2022. The Board is responding in accordance with California Penal Code Sections 933 and 933.5 and must officially respond by September 26, 2022.

JUN 28 2022

Received by
Catherine Ventrella



**COUNTY OF KINGS
GRAND JURY**

P.O. Box 1562
Hanford, CA 93232
Office: 449 C Street
Lemoore, CA 93245
grand.jury@co.kings.ca.us
(559) 852-2892

TRANSMITTAL FORM

Date: June 28, 2022
To: Kings County Board of Supervisors
From: Dick Hoffmaster, Foreperson
Kings County Grand jury

Enclosed for your filing is a copy of the: **Kettleman City Pedestrian Bridge
Follow Up Report**

This copy is received by:

Print Name:

Catherine Ventrella

Signature:

Catherine Ventrella

Title / Position:

Clerk of the Board

Month/Day/Year:

June 28, 2022

Time: 10:15 am

Grand Jury Witness: Willi D. Don

Grand Jury Witness: Maria Kelley

JUN 28 2022

FOLLOW UP REPORT TO GRAND JURY 2020-2021
PEDESTRIAN SAFETY IN KETTLEMAN CITY
A COMMUNITY'S LONG-STANDING PLEA FOR IMPROVEMENTS

Received by


June 7, 2022

SUMMARY

The current 2021-2022 Kings County Grand Jury is following up on the prior year's Grand Jury report regarding pedestrian safety within the Kettleman City Community Services District (KCCSD). The current Kings County Grand Jury wanted to see what the status is of the recommendations that were made by the previous Grand Jury.

BACKGROUND

The Kings County Board of Supervisors is the governing body for the unincorporated community of Kettleman City. The Kings County Association of Governments (KCAG) is an independent local government agency operating within the County and oversees the organization and transportation planning for the Kings County region. The Kings County Community Development Agency (KCCDA) is a County Department responsible to the Kings County Board of Supervisors and has the responsibility for managing zoning permits, land divisions, and Community Development Block Grant (CDBG) programs. Federal CDBG programs are an important source of funds for developing communities. They have actively participated in securing grant funds for studies and plans for the Kettleman City community. The California Department of Transportation (Caltrans) is the owner and operator of State Route 41 (SR41) thru Kettleman City so they must give approval of any changes or improvements to the roadway.

Working documents that were generated by these agencies over the last 16 years (2005 to 2021), were reviewed by last year's Grand Jury. During this time, there was much discussion about the safety of Pedestrians crossing SR41. Specifically, the children, walking to and from school.

METHODOLOGY

The 2021-2022 Grand Jury conducted interviews to see whether the Grand Jury's recommendations were being followed.

The recommendations from the 2020-2021 Grand Jury were as follows:

- 1) The Kings County Board of Supervisors should direct the Kings County Department of Public Works and Kings County Community Development Agency to submit their recommendations for the next step to be taken by Kings County toward making a tangible improvement in the danger faced daily by pedestrians, particularly school children, in Kettleman City.
- 2) The Kings County Department of Public Works should strongly advocate for any and all pedestrian warning signage, including solar-powered flashing beacons, used by Caltrans on the state highway system to be installed along the northbound and southbound approaches to the residential area and crosswalk on SR 41 at General Petroleum Avenue.

- 3) The Kings County Board of Supervisors should direct relevant County departments and agencies to actively seek funding from all potential funding sources identified in the noted studies and plans to support the construction of a pedestrian bridge in Kettleman City.

DISCUSSION

The 2021-2022 Kings County Grand Jury Local Government Committee interviewed a member of the Kings County Board of Supervisors, the Superintendent of Reef Sunset School District, the Director of Public Works for Kings County, a member of the Assembly Ethics Committee and Caltrans (District 6).

When the current Grand Jury interviewed a member of the Kings County Board of Supervisors on February 25, 2022, he was extremely interested in seeing a pedestrian crossing bridge located at SR 41 and General Petroleum Avenue become a reality. He was not, however, interested in short term measures such as flashing lights or a HAWK (High Intensity Activated Crosswalk) system as it might lessen the pressure to build a pedestrian crossing bridge. A HAWK signal system is a special type of beacon used to warn and control motorists at marked, un-signalized crosswalks to assist pedestrians crossing a street or highway.

The Grand Jury interviewed the Superintendent of Reef Sunset Unified School District on February 18, 2022. He is still genuinely concerned about his students having to cross SR41. The school district is willing to help in any way possible to make their students safe while walking to and from school. Crossing guards were mentioned by the Superintendent, as well as the need for flashing lights. He felt that a pedestrian bridge would be a promising idea if the students would use it.

The County Public Works Director for Kings County was interviewed on March 11, 2022, and again on April 22, 2022. He shared that there are other short-term measures that could be taken until a pedestrian bridge could be built or that could be put in place instead of a bridge such as a HAWK system or a version of a roundabout. The building of a bridge could take many years and is not always used as frequently as one would think.

Kings County has secured and earmarked two million dollars to the bridge project. This money would be used for the planning and design of the bridge. Further moneys would need to be secured for the actual construction costs. The County's Director of Public Works guesstimated that the total cost of the bridge might cost about 10 to 12 million dollars. If funding is secured, it would likely take another five plus years to be built.

The Grand Jury reached out to interview the Kings County Assemblyman who is responsible for the Kettleman City area multiple times during the months of February 2022 through April 2022 to see if he could confirm that funding for the project was available or if it had been denied. The first person the Grand Jury spoke with in his office did not seem to know about the project and would not connect us to the Assemblyman. Eventually, the Grand Jury was passed on to another person in his office and this person could not get the Grand Jury connected with our Assemblyman either. The Grand Jury then received a call from the Assembly Ethics Committee. After several attempts the Grand Jury connected with the Assembly Ethics Committee. He was willing to see if he could get answers for us regarding whether the funding had been approved in the Governor's budget. He stated that yes, our Assemblyman submitted Senate Bill 119 which was signed off by the governor, thus funding of two million dollars was earmarked for the planning and design of the Kettleman City Bridge.

The Grand Jury interviewed the California Department of Transportation District 6 Maintenance and Operations Deputy District Director on April 8, 2022. Projects such as this bridge are brought to Caltrans by the individual County, which is then responsible to obtain funding and permits, etc. Caltrans may decide on an individual basis to help secure funds or leave it to the County.

Current secured seed money of two million dollars would be used for planning, engineering, and design. Construction costs have not been determined or secured at this time.

In the Caltrans Deputy District 6 Director's opinion and experience, a pedestrian bridge going over a two-way highway may not be used. Pedestrians tend not to go out of their way when they can go in a straight line and cross a street. He explained other alternatives to a pedestrian bridge such as many diverse types of flashing lights, roundabouts, etc. Roundabouts slow traffic down and prevent fatalities while keeping the traffic flow going. Signals are not used as they impede the flow of traffic on a highway. Flashing lighted crosswalks are expensive and have high maintenance costs because they are imbedded in the pavement. The other options mentioned such as a variety of flashing lights or roundabout, are also less expensive compared to a bridge that may or may not be used.

FINDINGS

Finding #1

The Kings County Department of Public Works has made recommendations to the Board of Supervisors.

Finding #2

Caltrans and Kings County have agreed to install a rectangular flashing beacon at General Petroleum Avenue.

Finding #3

Two million dollars has been designated and is being held by Caltrans for planning, engineering, and design of a pedestrian bridge at General Petroleum Avenue over SR 41 in Kettleman City. The total cost for the pedestrian bridge is estimated to be 10 to 12 million dollars.

Finding #4

The Kings County Department of Public Works and Caltrans has advocated for solutions such as a rectangular flashing beacon, the HAWK signal system, or a roundabout instead of a Pedestrian Bridge.

RECOMMENDATIONS

Recommendation #1

The Kings County Board of Supervisors should consider the use of less expensive solutions that could be quickly implemented.

Recommendation #2

The Kings County Public Works Department should install a rectangular flashing beacon as soon as possible. The Kings County Public Works Department should also continue working with Caltrans to install more cost-effective solutions far enough down SR41 to slow down traffic as they approach the crosswalk at General Petroleum Avenue.

Recommendation #3

The Kings County Board of Supervisors should revisit the probable non usage of a Pedestrian Bridge, the astronomical cost of 10 to 12 million dollars for such a project, while keeping in mind that there are many other worthy projects in Kings County that could use funding.

Recommendation #4

Considering the maintenance that a pedestrian bridge would require, and the probable non usage of such a bridge, the Board of Supervisors should not go forward with the Kettleman City Pedestrian Bridge. Other options should be installed such as the HAWK signal system, lighted crosswalk, roundabouts, or extra flashing lights.

Required Responses

Kings County Board of Supervisors
Kings County Department of Public Works
Caltrans
Reef Sunset Unified School District



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN
& KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT
& NORTH LEMOORE

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD
(559) 852-2362, FAX: (559) 585-8047
Web Site: <http://www.countyofkings.com>

September 20, 2022

GRAND JURY RESPONSE

RESPONSE TO GRAND JURY REPORT ENTITLED “FOLLOW UP TO GRAND JURY 2020-2021 PEDESTRIAN SAFETY IN KETTLEMAN CITY: A COMMUNITY’S LONG-STANDING PLEA FOR IMPROVEMENTS”

Thank you for the consideration regarding the pedestrian crossing at State Route (SR) 41 and General Petroleum Avenue in Kettleman City. The Board has read the report and reviewed the findings and recommendations made by the Grand Jury. To date, the County has secured \$2 million in state funding from Senate Bill (SB) 119. At this time, there has been no other state or federal money awarded to the County for this project. There is a \$6 million appropriation for this project in California’s Budget Act of 2022, Senate Bill (SB 179); however, the Bill has not been passed and is still making its way through the approval process. The County has and will continue to explore all viable options to address the pedestrian crossing in Kettleman City at SR 41 and General Petroleum Avenue.

KINGS COUNTY BOARD OF SUPERVISORS

Joe Neves, Chairman



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN
& KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT
& NORTH LEMOORE

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD
(559) 852-2362, FAX: (559) 585-8047
Web Site: <http://www.countyofkings.com>

September 20, 2022

The Honorable Shane Burns, Presiding Judge
Kings County Superior Court
1640 Kings Court Drive
Hanford, CA 93230

Re: Grand Jury report, entitled “Follow-up to Grand Jury 2020-2021 Pedestrian Safety in Kettleman City: A Community’s Long Standing Plea for Improvements”

Dear Judge Burns:

On behalf of the Board of Supervisors and in accordance with Section 933 of the California Penal Code, the following is the Board’s response to the Grand Jury Report entitled, “Follow-up to Grand Jury 2020-2021 Pedestrian Safety in Kettleman City: A Community’s Long Standing Plea for Improvements” received by the County on June 28, 2022.

Thank you for the consideration regarding the pedestrian crossing at State Route (SR) 41 and General Petroleum Avenue in Kettleman City. The Board has read the report and reviewed the findings and recommendations made by the Grand Jury. To date, the County has secured \$2 million in state funding from Senate Bill (SB) 119. At this time, there has been no other state or federal money awarded to the County for this project. There is a \$6 million appropriation for this project in California’s Budget Act of 2022, Senate Bill (SB 179); however, the Bill has not been passed and is still making its way through the approval process. The County has and will continue to explore all viable options to address the pedestrian crossing in Kettleman City at SR 41 and General Petroleum Avenue.

Respectfully submitted,

Joe Neves, Chairman
Kings County 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 September 20, 2022

SUBMITTED BY: Administration – Edward D. Hill/Matthew Boyett

SUBJECT: MASTER AGREEMENT WITH ERNST AND YOUNG TO AUDIT ACCOUNTING RECORDS OF CALIFORNIA DEPARTMENT OF WATER RESOURCES REGARDING KINGS COUNTY'S STATE WATER CONTRACT

SUMMARY:

Overview:

Ernst and Young, acting as independent auditors, has been examining the capital and operating costs of the state water facilities appearing in the accounting records of the California Department of Water Resources on behalf of numerous State Water Project contractors for many years. This occurs through a five-year master agreement accompanied by an annual statement of work for each year of the term. This master agreement is a contract between Ernst and Young and several other State Water Project contractors – Kings County being one of them. Accompanying the five-year master agreement is the annual scope of work for fiscal year 2022-23.

Recommendation:

- a. Approve the Master Agreement with Ernst and Young to audit accounting records of the California Department of Water Resources retroactively effective for the term of July 1, 2022 to June 30, 2027, on behalf of Kings County and its State Water Project contract;
- b. Approve the Statement of Work retroactively for the twelve-month audit period from July 1, 2022 to June 30, 2023.

Fiscal Impact:

There is no fiscal impact born upon the County through this agreement or yearly scope of work. The costs incurred throughout the term of this agreement are reimbursed by water users in the County's service area via the administration of the County's State Water Project contract by the Tulare Lake Basin Water Storage District. The cost for services in fiscal year 2022-23 will range between \$3,448 and

(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

MASTER AGREEMENT WITH ERNST AND YOUNG TO AUDIT ACCOUNTING RECORDS OF CALIFORNIA DEPARTMENT OF WATER RESOURCES REGARDING KINGS COUNTY'S WATER SUPPLY CONTRACT

September 20, 2022

Page 2 of 2

\$4,240 depending on how many other State Water Project contractors sign on to the master agreement. Fewer signatories will cause the price to be higher than if 100% of contractors signed on.

BACKGROUND:

The County and many other State Water Project contractors have contracted with Ernst and Young to audit the California Department of Water Resources State Water Project records to confirm the charges comply with contractual commitments. This has typically been done through a five-year master agreement approved by the Board. Each year of the five-year term Ernst and Young provides a statement of work and expected charges based on the number of contractors participating in the shared cost arrangement. If all the agencies who are presently participating in the services rendered by Ernst and Young enter into agreements with them, the maximum fees for services to Kings County will not exceed \$3,167 for the 12-month audit period ending June 30, 2023, as shown in Exhibit A of the statement of work. However, if all the agencies presently participating do not enter into agreements with Ernst and Young for services during the twelve-month period ending June 30, 2023, the maximum fees to Kings County will vary between \$3,167 to \$3,959, assuming 80% of agencies participate. Services under Exhibit A include auditing records related to Statement of Charges Testing, Delta Water Charges, Alpha Allocation Cycles, Transportation Minimum and Capital Direct and Indirect Analysis, System Power Cost – Variable Transportation, and Debt Service Procedures. Once these items in Exhibit A are completed and if there is still time left over from a 3,000-hour budget, the following State Water Project records will be audited: Rate Management Calculation Including Revenue and Cost Data, and Reconciliation between PR5 and UCABS and SWRDS Funds Analysis.

In addition to maximum fees under Exhibit A, maximum fees under Exhibit B will not exceed \$281 for Kings County. Exhibit B covers “other consulting services”, which could involve any item of particular interest revealed during the audit (services under Exhibit A) which the contractors determine is worth pursuing in further depth. Determination of additional services are authorized by the State Water Contractors (SWC, Inc.) Independent Audit Association (IAA), which is an advocacy agency that various State Water Project contractors are members of – including Kings County. Whatever amounts are charged to the County are subsequently reimbursed by the water users in the County’s service area which use the State Water Project water.

Ernst and Young first sent this five-year master agreement and scope of work to the County for approval on July 1, 2022 – the day in which the master agreement is effective, making this agreement immediately retroactive. Upon receiving the documents on July 1, 2022, County Administration and County Counsel immediately began reviewing the agreement and scope of work. Upon review, County Counsel identified several issues with the original agreement language such as boilerplate that did not apply and some concerning indemnifications the County was not willing to agree to. From there, Administration and County Counsel worked with Ernst and Young to address all the County’s concerns with the contract language throughout July and August. There was much back and forth between the County and Ernst and Young as most of the County’s edits resulted in more questions from Ernst and Young and more review and approval by their counsel. The agreement has now been edited to where both Ernst and Young and the County can agree to the terms without jeopardizing the services needed, risk to the County, and without impacting the other contractors on the agreement. The master agreement and scope of work have been reviewed and approved by County Counsel as to form.



Ernst & Young LLP
Suite 900
400 Capitol Mall
Sacramento, CA 95814

Tel: +1 916 218 1900
ey.com

Ms. Kyria Martinez
County of Kings
Kings County Government Center
1400 West Lacey Boulevard
Hanford, California 93230

July 1, 2022

Dear Ms. Martinez:

Thank you for choosing Ernst & Young LLP (“we” or “EY”) to perform professional services (the “Services”) for County of Kings (“you” or “Client”). We appreciate the opportunity to assist you and look forward to working with you. This letter agreement constitutes the Master Services Agreement (MSA) between EY and County of Kings under which EY will perform the Services for County of Kings. It is intended that the Services performed by EY on behalf of County of Kings under this MSA will also be performed on behalf of a number of other State Water Project contractors under substantially identical MSAs, and that the costs of these services will be shared by all participants.

For each project that we agree to undertake for you, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the applicable Statement of Work (together, this “Agreement”). Except for a claim seeking solely injunctive relief, any dispute or claim arising out of or relating to this Agreement, the Services or any other services provided by us or on our behalf to you shall be resolved by mediation and arbitration as set forth in this Agreement.

We may enter into Statements of Work with you for a period of five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement. We understand that this MSA does not bind you to use our Services, but instead reflects our general understanding of the arrangement should EY and you choose to enter into any future Statement of Work.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Scott Enos (400 Capitol Mall, Suite 900, Sacramento, CA 95814) or email to scott.enos@ey.com at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact Scott Enos at 916-218-1958 so that we can address any issues you identify before we begin to provide any Services.



Very truly yours,

Ernst & Young LLP

AGREED:
County of Kings

Signature

Printed Name

Title

Address

Date

General Terms and Conditions

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants (“**AICPA**”).
2. We are a member of the global network of Ernst & Young firms (“**EY Firms**”), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf (“**Client Information**”) will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel’s compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“**Reports**”), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:
 - (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,
 - (b) to the extent, and for the purposes, required by subpoena or similar legal process (of which you will promptly notify us),
 - (c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter substantially in the form we prescribe, or
 - (d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate (“**Tax Advice**”). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.

15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, or indirect damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated. The foregoing limitation will not apply to losses caused by our fraud, willful misconduct or gross negligence or to the extent prohibited by applicable law or professional regulations. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud, willful misconduct or gross negligence or to the extent prohibited by applicable law or professional regulations.
18. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law or professional regulations.
19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees (“**EY Persons**”). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 20 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

Indemnity

20. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other EY Firms and the EY Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and

expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report (other than Tax Advice) or a third party’s use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license (“**Materials**”) in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
22. Upon payment for particular Services and subject to the other terms of this Agreement, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

Confidentiality

23. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
 - (a) is or becomes public other than through a breach of this Agreement,
 - (b) is subsequently received by the recipient from a third party who, to the recipient’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
 - (d) is disclosed as necessary to enforce the recipient’s rights under this Agreement, or
 - (e) must be disclosed under applicable law, legal process or professional regulations.

EY acknowledges that Client has taken the position that Client is subject to the California Public Records Act (CPRA) as may be amended, updated or replaced from time to time. EY has made no independent inquiry or determination on the subject, however, to the extent CPRA is applicable, the parties acknowledge and agree that: (a) Subject to clause (b) below, the decision on whether any exemption applies to a request for

disclosure of information under the CPRA is a decision for Client after consultation with EY; (b) where Client is managing a request under CPRA to disclose a Report or any information that belongs to EY, EY shall cooperate with Client and shall use all reasonable efforts to respond to Client within ten (10) working days of Client's request for assistance in determining whether or not an exemption to the CPRA applies; and (c) Client will only disclose the confidential information when required by CPRA, and when Client discloses a Report or EY confidential information, Client shall (i) use all reasonable efforts to limit the disclosure to the maximum extent possible (including redaction of the Report or EY's confidential information where possible), and (ii) notify EY in writing prior to such disclosure unless prohibited by law. This applies to any CPRA disclosure under the entire Agreement, including Sections 12-14, 20, and 23.

24. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at www.ey.com) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "**Process**") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative, infrastructure and security support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.
26. Intentionally omitted.

Data protection

27. If we Process Client Information that can be linked to specific individuals ("**Personal Data**"), we will Process it in accordance with Section 25 of this Agreement, as well as law and professional regulations applicable to us. We will also require any service provider that Processes Personal Data on our behalf to provide at least the same level of protection for such data as is required by such legal and regulatory requirements.
28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or

other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("**Restricted Personal Data**"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.
30. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

33. This Agreement is effective July 1, 2022 and terminates on June 30, 2027. This Agreement applies to the Services whenever performed under Statements of Work which specifically reference this Agreement.
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any

particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
36. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

Governing law and dispute resolution

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of California applicable to agreements made, and fully to be performed, therein by residents thereof. Except as otherwise expressly provided in the Cover Letter, any dispute relating to this Agreement or the Services shall be resolved as set forth in Appendix 1 to these Terms and Conditions.

Miscellaneous

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
39. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
40. Each of us represents to the other that each person signing this Agreement or any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.
41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
42. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
43. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect to the extent possible based on the surviving terms.
44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
45. Neither of us may use or reference the other's name, logo or trademarks publicly without the other's prior written consent, although we may publicly identify you as a client in connection with specific Services or generally.
46. Intentionally omitted.

Appendix 1

Dispute resolution procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that the mediator is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or of beneficial owner with decision-making capacity over any EY Firm audit client.

The mediator shall conduct the mediation as the mediator determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless the arbitrator has agreed in writing to these procedures and has confirmed in writing that the arbitrator is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or of beneficial owner with decision-making capacity over any EY Firm audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.



Ernst & Young LLP
Suite 900
400 Capitol Mall
Sacramento, CA 95814

Tel: +1 916 218 1900
ey.com

Statement of Work

This Statement of Work with the attached Exhibits, dated July 1, 2022 (this SOW) is made by Ernst & Young LLP (“we” or “EY”) and County of Kings on behalf of itself (“you” or “Client”), pursuant to the Master Services Agreement, dated July 1, 2022 (MSA), between EY and County of Kings (the Agency).

The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other SOW pursuant to the MSA. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings defined in the MSA, including references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of services

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the MSA. This SOW sets forth the terms and conditions on which EY will perform certain professional services as described in Exhibit A (the Services) for Agency, a member of the State Water Contractors (the “Contractors” or “SWC”) Independent Audit Association (IAA), for the twelve months ending June 30, 2023.

Any changes to the above scope of work will be agreed upon in writing and signed by both parties and will amend this original SOW.

The Services are advisory in nature and will not constitute an audit performed in accordance with Generally Accepted Accounting Principles. EY will perform the Services in accordance with the Statement of Standards for Consulting Services (CS100) of the American Institute for Certified Public Accountants (AICPA). As part of your review of the terms of this Agreement, please refer to the enclosed letter from Chantal Ouellet of the IAA Audit Contract Negotiating Committee.

Your specific obligations

You acknowledge that the Services are sufficient for your purposes.

You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (Securities Laws) are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the MSA, as well as your management responsibilities under paragraph 6, your obligations under paragraphs 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof.

Specific additional terms and conditions

The Services are advisory in nature. EY will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts, nor will we test compliance with the laws or regulations of any jurisdiction.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by your vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

Where our written consent under the MSA is required for you to disclose to a third party any of our Reports (other than Tax Advice), we will also require that third party to execute a letter substantially in the form of Exhibit D to this SOW. To the extent the Agency is permitted to disclose any written Report as set forth herein, it shall disclose such Report only in the original, complete and unaltered form provided by EY, with all restrictive legends and other agreements intact.

Unless prohibited by applicable law, we may provide Client Information to other EY firms, EY Persons and external third parties, who may collect, use, transfer, store or otherwise process such information in various jurisdictions in which they operate in order to provide support services to any EY Firm and/or assist in the performance of the Services.

After the Services under this SOW have been completed, we may disclose or present to prospective clients, or otherwise in our marketing materials, that we have performed the Services for you, and we may use your name solely for that purpose, in accordance with applicable professional obligations. In addition, we may use your name, trademark, service mark and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from us to you.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services (“USCIS”) to confirm that EY employees on certain visas are, in fact, EY employees and not employees of the Client or other clients of EY. This will include providing certain information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including the Client’s identity and location, as well as a redacted copy of this SOW. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on the Client’s premises. EY and the Client will work together

to develop an appropriate notice as required. The Client acknowledges that EY resources will be operating at all times as an employee of and under the direction and control of Ernst & Young U.S. LLP's management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP. The Client will not have the right to control EY resources. At all times, EY resources will receive direction from an EY manager while on-site at the Client premises.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment, or hire, any EY personnel involved in the performance of the Services, provided, that you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to you on their own initiative without direct or indirect encouragement from you.

The Agency shall, among other responsibilities with respect to the Services, (i) make all management decisions and perform all management functions, including applying independent business judgment to EY work products, making implementation decisions and determining further courses of action in connection with any Services; (ii) assign a competent employee within senior management to make all management decisions with respect to the Services, oversee the Services and evaluate their adequacy and results; and (iii) accept responsibility for the implementation of the results or recommendations contained in the Reports or otherwise in connection with the Services. The Agency hereby confirms that management of the Agency accepts responsibility for the sufficiency of the Services. In performing the Services neither EY nor EY's partners or employees will act as an employee of the Agency.

The Agency represents and warrants to EY that the Agency's execution and delivery of this Agreement has been authorized by all requisite corporate or other applicable entity action and the person signing this Agreement is expressly authorized to execute it on behalf of, and to bind, the Agency.

The performance of the Services and the parties' obligations in connection therewith are subject to the additional terms and conditions set forth in the MSA.

It is understood that the Agency is not bound by our findings in any controversy or disagreement between the Agency and the Department of Water Resources (the "Department") should the Agency disagree with our findings.

We would also request that, if any IAA member discovers discrepancies in billings or other financial statements relative to their State Water Project costs, in addition to your working with the Department to correct the error, please notify EY for potential future inclusion as part of their procedures related to all IAA members.

Fees and billing

The General Terms and Conditions of the Agreement address our fees and expenses generally.

The total fees for these Services to be rendered to the Agency, as well as an allocation of the total fees for each member Agency of the IAA, appear in Exhibits A and B attached (no procedures or fees have been allocated to Exhibit B in this contract). Our total fees pursuant to Exhibit A to be charged to all members of the IAA entering into agreements with us shall not exceed \$564,000 for the twelve months ending June 30, 2023. This agreement will not be effective unless, in addition to the Agency, a sufficient number of other IAA agencies enter into agreements with us for such Services whose combined allocated fee would represent not less than 80% of \$564,000 based on the 100% participation fee allocation (see column 2 at A-4). If all agencies who are presently participating in the Services rendered by our firm enter into agreements with us for this twelve-month period, the maximum fees for our Services to your Agency will not exceed \$3,167 for Exhibit A. However, if not all of the participating agencies enter into agreements with us for services during the twelve-month period ending June 30, 2023, the maximum fees to your Agency will vary between the above-mentioned amount and \$3,959, which represents the maximum fees should sufficient agencies enter into agreements with us with a combined allocated fee of not less than 80%, as stated above.

In addition to the maximum fees under Exhibit A, maximum fees under Exhibit B shall not exceed a total of \$50,000 or \$281 for the Agency unless agreed to by the IAA. As noted above, no procedures have been allocated to Exhibit B. Prior to any expenditures under Exhibit B, said work must be specifically requested in writing in advance of any work being performed. Areas of potential focus for Exhibit B projects could include procedures agreed to by EY and the IAA in advance related to one or more of the items identified in Exhibit A. In prior years Exhibit B special projects have included projects such as assessing implementation and billing issues relating to the new SAP-based Cost Allocation and Repayment Analysis System (CARA), and studies to evaluate a pay-as-you-go system for funding conservation related operating costs incurred by the Department.

We have also included Exhibit C as part of this contract, which provides the opportunity for individual Contractors to enter into separate agreements for additional services with EY. There are currently no fees related to Exhibit C included herein.

The results of our procedures will include a presentation of our findings, observations and recommendations to be held in Sacramento, California for any interested Contractors. Any presentations requested at individual Contractor locations will be negotiated with the individual Contractor under Exhibit C and will be paid for by that Contractor.

Invoices for time and expenses will be billed monthly and are due upon receipt.



In witness whereof, the parties have executed this SOW as of the date set forth above.

County of Kings

Ernst & Young, LLP

Representative

Representative

Signature

Scott Enos

Signature

Printed Name

Scott Enos

Printed Name

Title

Authorized Signatory

Title

Address

Ernst & Young LLP
400 Capitol Mall
Suite 900
Sacramento, CA 95814

Address

Date

July 1, 2022

Date

EXHIBIT A

I. SCOPE OF ENGAGEMENT

A-1 EY will work with the IAA, the SWC Audit/Finance Committee, and any subcommittees thereof, and the Department during the twelve months ending June 30, 2023 relating to matters currently being discussed between the SWC and the Department.

EY's Services to be rendered as described in this Exhibit shall be determined by the IAA at its discretion. These Services shall include:

1. Completion of the 2022/2023 procedures as outlined further below
2. Participation in all meetings of the SWC Audit/Finance Committee, which is a basic forum for communications between the State Water Project Contractors and the Department's staff on financial and accounting matters.
3. Cooperation with any subcommittees of the IAA assigned to study and resolve specific problem areas, such as the dispute resolution work group.
4. Review of reports and other documents prepared by the Department and disseminated at these meetings.
5. Provide an annual report setting forth the findings and recommendations related to our Services.

Report definitions

The assessment of risk of future occurrence, included in the findings summary tables in the report, provides the IAA with a meaningful measurement of the likelihood of similar findings in subsequent years if this issue is not addressed by the appropriate parties. This assessment of risk of future occurrence is based on knowledge obtained during discussions with the Department personnel and performance of procedures under this Exhibit A. Below are the definitions used in the report of findings and recommendations for the twelve months ending June 30, 2023 and we concur with these definitions.

Risk of Future Occurrence:

- A. High – it is highly likely (or probable) that the error or process failure will be repeated
- B. Medium – it is more likely than not that the error or process failure will be repeated
- C. Low – it is possible that the error or process failure will be repeated

During the twelve months ending June 30, 2023, the Services will include the following procedures.

2022/2023 Procedures

The procedures for the fiscal year ended June 30, 2023 were designed using estimated budgeted hours of 3,000. We will perform all procedures included in items 1-6 below. We will perform the procedures in items 7-8 if time permits. As a part of these procedures, we will regularly meet with the IAA to discuss the progress under this engagement. We will also submit the Report to each Agency setting forth the findings, observations, and recommendations related to our Services.

The following items represent the risks, risk factors, and procedures requested and determined by the IAA for the Contractors to be performed for the 2023 Statement of Charges (SOC) engagement:

Primary Procedures (Items 1-6)

1. Statement of Charges Testing

Risk:

- Incorrect amounts billed to contractors for each component by the Department.

Risk Factors:

- Manual adjustments made to SAP data to arrive at amounts billed. Manual processes create opportunities for errors.
- High importance of accurate contractor bills.
- Actual costs reported in the bills can be misstated.

Areas of Focus:

- Determine that all SOC amounts are internally consistent and agree to the Bulletin 132-22 for the contractors selected for testing (to be provided by IAA).
- Agree debt service amounts in the SOC attachments to the appropriate debt service schedule.
- Comparison of the current year SOC attachments to the prior year SOC attachments.
- Assessment of manual adjustments.
- Assess the corrected Project Interest Rate
- Assess the actual costs charged to various areas of the project.
- Assess the factors for distributing reach capital and minimum costs among the contractors.

2. Delta Water Charge

Risk:

- Incorrect amounts charged to contractors for conservation based on actual and estimated costs.

Risk Factors:

- Calculation of delta water charge is a manual process.
- Tracking of Oroville Spillway costs and reimbursement and segregation between response and recovery costs is a manual process.
- Potential for high dollar impact (\$341 million in delta water charges in 2020 per Table B-21).

Areas of Focus:

- Recalculate the delta water charge used in the SOC.
- For prior year actual costs included in the calculation, compare costs in SAP to the Department's calculation and investigate variances.
- Obtain an understanding of future estimates included in the calculation and perform appropriate procedures to assess such estimates.
- Assess the Hyatt-Thermalito credit to the delta water charge.

3. Alpha Allocation Cycles

Risk:

- Incorrect contractor charged and/or incorrect allocation of costs between contractors.

Risk Factors:

- The F-series and S-series alpha allocation cycles update performed on an annual basis is a manual process. Manual processes create opportunities for errors.
- Potential for errors in determining work performed that falls under direct to reach, field division, and state-wide allocations.
- Potential for high dollar impact (\$299 million allocated by alpha allocation cycles in 2020).

Areas of Focus:

- Examine all cost centers from SAP to determine which cost centers represent alpha cost centers.
- Select alpha cost centers with the largest total annual costs.
- Review costs being posted to selected alpha cost centers based on activities charged to the alpha cost center through examination of invoices posted and discussions with the project managers, as necessary.
- Review the current year alpha update activity performed by the Department.
- Review the current year alpha update performed by the Department.
- Review the F-series and S-series updates performed by the Department.

4. Transportation Minimum and Capital Direct and Indirect Analysis

Risk:

- Incorrect amounts billed to contractors for the transportation minimum and capital component by the Department.

Risk Factors:

- Direct and indirect costs may be allocated incorrectly through corresponding reaches.
- Judgment involved in selecting internal orders and work breakdown structures for billing to the contractors create opportunities for incorrect allocations.
- Project manager's and employee's lack of understanding of importance of accurate time charging to correct internal orders and work breakdown structures create opportunities for incorrect allocations.

Areas of Focus:

- Obtain a listing of internal orders associated with costs for selected reaches and group like internal orders to perform a fluctuation analysis to the prior year.
- Assess or obtain the Department's grouping of like internal orders to assess if the Department is able to group information for managerial reporting. This could include internal order hierarchies in SAP that could be used to group like internal orders.
- Assess a sample of internal orders with the largest increase in costs from group like internal orders for direct and indirect cost allocations.
- Obtain supporting documentation to assess the work was performed for the selected reaches.

5. System Power Costs – Variable Transportation

Risk:

- Incorrect contractor charged and/or incorrect allocation of costs between contractors.

Risk Factors:

- Calculation of the allocation factors is a manual process. Manual processes create opportunities for errors.
- Estimated Table 2 projected costs (invoicing rate) may not reflect actual costs incurred.
- Potential for high dollar impact (\$162 million net system power costs in 2020 per Table B-3).

Areas of Focus:

- Vouch power costs and power revenues from SAP and assess the classification of costs.
- Reconcile the 2021 Preliminary Allocation of Power Costs (PALPOC) to UCABS (SAP). Recalculate appropriate inputs to the 2021 PALPOC (e.g., value of recovery generation credits, direct-to-plant transmission, etc.).
- Recalculate the 2021 calendar year power allocation factors used in UCABS (SAP) to allocate net power costs.
- Recalculate the billed amounts for the transportation variable cost component for 2021 for the contractors selected (to be provided by the IAA).

6. Debt Service Procedures

Risk:

- Incorrect bond debt service charged to the contractors.

Risk Factors:

- Water System Revenue Bond (WSRB) Surcharge calculation is a manual process. Manual processes create opportunities for errors.
- Debt service not subsequently adjusted to provide the benefits of any refinancing to the contractors.
- Cost/debt reconciliation project ongoing adjustments to the calculation creates opportunities for errors.
- WSRB Surcharge currently does not reflect the results of the cost/debt reconciliation project.

Areas of Focus:

- Reconcile any new bond offerings to the debt service schedules.
- Determine whether refinanced bonds were credited to the debt service schedules to provide the benefits of such refinancing to the contractors (direct billed debt service and WSRB Surcharge).
- Assess changes made to the cost/debt reconciliation project from previous versions.

Other Procedures (Items 7-8)

These procedures will only be performed as time permits after completion of items 1-6 above and consideration of the estimated 3,000 hour time budget.

7. Rate Management Calculation Including Revenue and Cost Data

Risk:

- Rate management credits are improperly allocated among the contractors.
- Rate management credits are improperly calculated based on the revenue and expenditure data in the rate management credits calculation prepared by the Department.

Risk Factors:

- Calculation of rate management credits is a manual process.
- Lack of review and approval process for the rate management credit calculation.
- Outdated information used to calculate credits due to the contractors.

Areas of Focus:

- Obtain the rate management allocation schedule used for the 2023 SOC and review the allocation methodology for sample selected.
- Obtain the most recent rate management credits calculation and assess a sample of the largest balances.
- Perform a review of revenues including systems revenue and 51e (amount in excess of rate management credits).
- Perform a review of revenues and related cash funds.
- Assess the impact of findings on the revenues available for rate management credits.

8. Reconciliation between PR5 and UCABS and SWRDS Funds Analysis

Risk:

- Costs and revenues are not accurately billed to the contractors based on inconsistencies between PR5 and UCABS.

Risk Factors:

- Costs and revenues do not accurately match between both systems.
- Manual process of moving costs between systems create opportunities for errors.
- Potential for movement of costs and revenues outside the SWRDS funds used for the state water project.

Areas of Focus:

- Gain an understanding of the reconciliation process performed by the Department.
- Reconcile all SWRDS PR5 costs and revenues included in the bond fund (0502), the construction fund (0506), and the revenue fund (0507) to the UCABS system.
- Identify, document, and investigate all variances between the two systems (PR5 and UCABS).
- Assess and classify all variances into two categories, (1) valid variance and (2) errant variance.
- Provide final assessment on the Department's recovery of all SWRDS costs.
- Perform an analysis of the movement of costs and revenues outside the SWRDS funds used for the state water project.

II. FEES FOR EY SERVICES

- A-2. Total fees for Exhibit A services performed by EY will not exceed \$564,000, including reasonable and necessary out-of-pocket expenses, which represent an estimated 3,000 hours to be incurred.

III. ALLOCATION OF FEES

- A-3. The maximum aggregate fee set forth in paragraph A-2 shall be apportioned among the agencies named in paragraph A-4 based on a basis consistent with prior years.

IV. MAXIMUM AGGREGATE FEE FOR EACH AGENCY

A-4. The portion of the maximum aggregate fee set forth in paragraph A-2 applicable to each Agency in conformity with the methodology set forth in paragraph A-3 is shown below:

Agency	Maximum fee for each Agency, provided all agencies listed below enter into agreements with EY	Maximum fee for each Agency, provided 80% of agencies listed below enter into agreements with EY	Percent of total
Alameda County Flood Control and Water Conservation District, Zone No. 7	\$ 27,444	\$ 34,305	4.9%
Alameda County Water District	14,297	17,871	2.5
Antelope Valley-East Kern Water Agency	49,305	61,631	8.7
Casitas Municipal Water District	6,808	8,509	1.2
Central Coast Water Authority	15,483	19,353	2.7
City of Yuba City	3,268	4,085	0.6
Coachella Valley Water District	47,094	58,868	8.4
County of Kings	3,167	3,959	0.6
Crestline-Lake Arrowhead Water Agency	1,974	2,468	0.4
Desert Water Agency	18,977	23,721	3.4
Dudley Ridge Water District	15,437	19,296	2.7
Empire West Side Irrigation District	1,021	1,276	0.2
Kern County Water Agency	141,000	176,250	25.0
Littlerock Creek Irrigation District	783	979	0.1
Mojave Water Agency	29,206	36,508	5.2
Napa County Flood Control and Water Conservation District	9,880	12,350	1.8
Palmdale Water District	7,251	9,064	1.3
San Bernardino Valley Municipal Water District	34,925	43,656	6.2
San Gabriel Valley Municipal Water District	9,804	12,255	1.7
San Geronio Pass Water Agency	5,889	7,361	1.0
San Luis Obispo County Flood Control and Water Conservation District	8,510	10,638	1.5
Santa Clara Valley Water District	34,040	42,550	6.0
Santa Clarita Valley Water Agency	32,406	40,508	5.7
Solano County Water Agency	16,256	20,320	2.9
Tulare Lake Basin Water Storage District	<u>29,775</u>	37,219	<u>5.3</u>
Total	<u>\$ 564,000</u>		<u>100.0%</u>

V. PAYMENT SCHEDULE

This is the payment schedule for the Agency.

<u>August 10, 2022 Billing</u>	<u>September 9, 2022 Billing</u>	<u>October 10, 2022 Billing</u>	<u>November 10, 2022 Billing</u>	<u>December 9, 2022 Billing</u>	<u>Total Billing</u>
\$950	\$633	\$633	\$633	\$318	\$3,167

EXHIBIT B**I. OTHER CONSULTING SERVICES**

EY shall, during the twelve months ending June 30, 2023, perform other services if requested by the IAA. No such work shall be performed unless specifically authorized by the IAA in writing. Areas of potential focus for Exhibit B projects could include in depth procedures agreed to by EY and the IAA in advance related to one or more of the items identified in Exhibit A.

Total fees for such other consulting services shall 1) be agreed to prior to commencement of work, 2) be allocated among the agencies based on the same procedures included in the Exhibit A allocation, and 3) shall not exceed \$50,000, which represents an estimated 266 hours to be incurred, unless agreed to by the IAA, for the year ended June 30, 2023. Any part of the \$50,000 which is unused shall not be billed.

<u>Agency</u>	<u>Maximum fee for each Agency, provided all Agencies listed below enter into agreements with EY</u>	<u>Percent of total</u>
Alameda County Flood Control and Water Conservation District, Zone No.7	\$ 2,432	4.9%
Alameda County Water District	1,267	2.5
Antelope Valley-East Kern Water Agency	4,371	8.7
Casitas Municipal Water District	604	1.2
Central Coast Water Authority	1,373	2.7
City of Yuba City	290	0.6
Coachella Valley Water District	4,175	8.4
County of Kings	281	0.6
Crestline-Lake Arrowhead Water Agency	175	0.4
Desert Water Agency	1,682	3.4
Dudley Ridge Water District	1,369	2.7
Empire West Side Irrigation District	91	0.2
Kern County Water Agency	12,500	25.0
Littlerock Creek Irrigation District	69	0.1
Mojave Water Agency	2,589	5.2
Napa County Flood Control and Water Conservation District	876	1.8
Palmdale Water District	643	1.3
San Bernardino Valley Municipal Water District	3,096	6.2
San Gabriel Valley Municipal Water District	869	1.7
San Geronio Pass Water Agency	522	1.0
San Luis Obispo County Flood Control and Water Conservation District	754	1.5
Santa Clara Valley Water District	3,018	6.0
Santa Clarita Valley Water Agency	2,873	5.7
Solano County Water Agency	1,441	2.9
Tulare Lake Basin Water Storage District	<u>2,640</u>	<u>5.3</u>
Total	<u>\$ 50,000</u>	<u>100.0%</u>

EXHIBIT C

I. INDIVIDUAL CONTRACTOR AGREEMENTS

EY may, during the twelve months ending June 30, 2023, perform other consulting services as requested by individual Contractors. These services will be performed and billed separately from the services outlined in Exhibits A and B.

The terms and conditions of any procedures performed under Exhibit C, including payment terms, will be outlined in a separate Statement of Work (SOW). These services, which will be agreed to by EY and the requesting Contractor in advance, will be documented in the example SOW attached to herein as Exhibit C-1. An Exhibit C-1 statement of work will be made available to any Contractor upon request. All other provisions of the Contractor's signed contract with EY for the twelve months ending June 30, 2023 will continue to be in effect.

Total fees for such other consulting services shall be agreed to with the individual Contractor prior to commencement of work. The fees for services provided under Exhibit C will be outside of those referenced in Exhibits A and B, and will be paid for directly by the requesting Contractor.

EXHIBIT C-1

Statement of Work

This Statement of Work with the attached Exhibit, dated July 1, 2022 (this SOW) is made by

Ernst & Young LLP (“we” or “EY”) and County of Kings on behalf of itself (“you” or “Client”), pursuant to the Agreement, dated July 1, 2022 (the Agreement), between EY and County of Kings (the Agency).

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Master Services Agreement (MSA) by and between EY and the Agency dated July 1, 2022. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings defined in the MSA, including references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of services

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. This SOW sets forth the terms and conditions on which EY will perform certain professional services as described [INSERT DEFINITION OF SERVICES] (the Services) for Agency, a member of the State Water Contractors Independent Audit Association (IAA), for the twelve months ending June 30, 2023.

Any changes to the above scope of work will be agreed upon in writing and signed by both parties and will amend this original SOW.

The Services are advisory in nature and will not constitute an audit performed in accordance with Generally Accepted Accounting Principles. EY will perform the Services in accordance with the Statement of Standards for Consulting Services (CS100) of the American Institute for Certified Public Accountants (AICPA).

Your specific obligations

You acknowledge that the Services are sufficient for your purposes.

You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (Securities Laws) are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the MSA, as well as your management responsibilities under paragraph 6, your obligations under paragraphs 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof.

Specific additional terms and conditions

The Services are advisory in nature. EY will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts, nor will we test compliance with the laws or regulations of any jurisdiction.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by your vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

Where our written consent under the MSA is required for you to disclose to a third party any of our Reports (other than Tax Advice), we will also require that third party to execute a letter substantially in the form of Exhibit D to the Agreement. To the extent the Agency is permitted to disclose any written Report as set forth herein, it shall disclose such Report only in the original, complete and unaltered form provided by EY, with all restrictive legends and other agreements intact.

Unless prohibited by applicable law, we may provide Client Information to other EY firms, EY Persons and external third parties, who may collect, use, transfer, store or otherwise process such information in various jurisdictions in which they operate in order to provide support services to any EY Firm and/or assist in the performance of the Services.

After the Services under this SOW have been completed, we may disclose or present to prospective clients, or otherwise in our marketing materials, that we have performed the Services for you, and we may use your name solely for that purpose, in accordance with applicable professional obligations. In addition, we may use your name, trademark, service mark and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from us to you.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services (“USCIS”) to confirm that EY employees on certain visas are, in fact, EY employees and not employees of the Client or other clients of EY. This will include providing certain information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including the Client’s identity and location, as well as a redacted copy of this SOW. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on the Client’s premises. EY and the Client will work together to develop an appropriate notice as required. The Client acknowledges that EY resources will be operating at all times as an employee of and under the direction and control of Ernst & Young U.S. LLP’s management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP. The Client will not have the right to control EY resources. At all times, EY resources will receive direction from an EY manager while on-site at the Client premises.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment, or hire, any EY personnel involved in the performance of the Services, provided, that you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to you on their own initiative without direct or indirect encouragement from you.

The Agency shall, among other responsibilities with respect to the Services, (i) make all management decisions and perform all management functions, including applying independent business judgment to EY work products, making implementation decisions and determining further courses of action in connection with any Services; (ii) assign a competent employee within senior management to make all management decisions with respect to the Services, oversee the Services and evaluate their adequacy and results; and (iii) accept responsibility for the implementation of the results or recommendations contained in the Reports or otherwise in connection with the Services. The Agency hereby confirms that management of the Agency accepts responsibility for the sufficiency of the Services. In performing the Services neither EY nor EY’s partners or employees will act as an employee of the Agency.

The Agency represents and warrants to EY that the Agency’s execution and delivery of this Agreement has been authorized by all requisite corporate or other applicable entity action and the person signing this Agreement is expressly authorized to execute it on behalf of, and to bind, the Agency.

The performance of the Services and the parties’ obligations in connection therewith are subject to the additional terms and conditions set forth in the MSA.

It is understood that the Agency is not bound by our findings in any controversy or disagreement between the Agency and the Department of Water Resources should the Agency disagree with our findings.

We would also request that, if any IAA member discovers discrepancies in billings or other financial statements relative to their State Water Project costs, in addition to your working with the Department to correct the error, please notify EY for potential future inclusion as part of their procedures related to all IAA members.

Project deliverables

The matrix below lists the specific deliverables and related timelines that EY will provide to **(insert Contractor)**.

Deliverable	Timeline	Comments

Additional responsibilities

EY will provide **(insert Contractor)** with a timeline/schedule related to all project deliverables prior to the start of work on the project.

EY will notify **(insert Contractor)** in writing of any incremental changes to the original project estimate.

Production of all elements described in the “Project deliverables” section of this SOW is to be included in the cost breakdown under the “Pricing and payment terms” section below, agreed upon by **(insert Contractor)** and EY for this project.

Fees and billing

Below is a summary of the current cost estimates for this SOW. Due to the complexities and variable nature of this project, actual costs could vary from these estimates. In the event costs are expected to exceed the estimate, EY will contact **(insert Contractor)** before performing any additional work.

Out-of-pocket expenses incurred during this contract are not included in the above SOW estimated cost. Expenses include such items as travel, meals, accommodations, and other administrative expenses based on actual amounts incurred.

Invoices for time and expenses will be billed monthly and are due upon receipt.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the day and year written below.

County of Kings

Ernst & Young, LLP

Representative

Representative

Signature

Signature

Printed Name

Printed Name

Title

Title

Address

Address

Date

Date

EXHIBIT D

FORM OF ACCESS LETTER

[Letterhead of EY]

[Addressee (e.g., third party seeking access to EY Report)]
[Street Address]
[City, State Zip]

[Month XX, 20XX]

Dear [] :

[Client] (the “Client”) has informed Ernst & Young LLP (“EY”) that it wishes to disclose to [party seeking access] (the “Recipient”) EY’s[describe report(s)] , dated [] , relating to [describe subject] (the “Report(s)”). EY has not placed any limitations on the Client’s ability to disclose any contents of the Report relating to the tax aspects or structure of any transaction proposed by the Client.

EY performed Services only for the Client. EY did not undertake the Services on behalf of, or to serve the needs of, the Recipient or any other third party. As part of such services, EY did not audit the Client’s financial statements, subsequent to the date(s) of the Report(s).

EY prepared the Report(s) solely for the Client. The Report(s) address[es] only the issues identified by the Client, and [is/are] based solely on information obtained by EY using the procedures specified by the Client or otherwise provided by or on behalf of the Client. The Report(s) [is/are] subject to many limitations and [do/does] not provide any form of assurance with respect to any of the information referred to therein. The Recipient understands and accepts the scope and limitations of the Report(s).

Except (1) where compelled by legal process (of which the Recipient will immediately notify EY and tender to EY, if it so elects, the defense thereof), (2) with respect to any contents of the Report relating to the tax treatment and tax structure of the proposed transaction (including any facts that may be relevant to understanding the proposed tax treatment of the proposed transaction), or (3) with EY’s prior written consent, the Recipient will not, circulate, quote, disclose or distribute any of the Report(s) or any information contained therein, or any summary or abstract thereof, or make any reference thereto or to EY, to anyone other than the Recipient’s directors, officers or employees or legal advisors who, in each case, need to know its contents in order to _____ , and who have agreed to be bound by the terms and conditions of this agreement to the same extent as the Recipient.

The Recipient further agrees that it will not, and will not permit others to, quote or refer to the Report, any portion, summary or abstract thereof, or to EY, in any document filed or distributed in connection with (a) a purchase or sale of securities to which the United States or state securities laws (“Securities Laws”) are applicable or (b) periodic reporting obligations under Securities Laws. The Recipient will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

In further consideration of EY allowing the Recipient access to the Report(s) and the information contained therein, the Recipient agrees that:

1. It does not acquire any rights against EY, and EY does not assume any duties or obligations to the Recipient or otherwise, as a result of such access.
2. It will not rely on the Report(s) or any portion thereof and will make no claim that it has done so.
3. It will make no claim against EY, its partners, employees or affiliates, or other members of the global Ernst & Young network (collectively, the “EY Parties” that relates in any way to the Report(s), any information contained therein, or the Recipient’s access to the Report(s).
4. To the fullest extent permitted by applicable law, it will indemnify, defend and hold harmless the EY Parties from and against any claim or expense, including reasonable attorneys’ fees, suffered or incurred by any EY Party relating to any breach by the Recipient of any of its representations or agreements contained herein or the use or disclosure of the Report(s) or any portion thereof by anyone who received it directly or indirectly from or at the request of the Recipient.

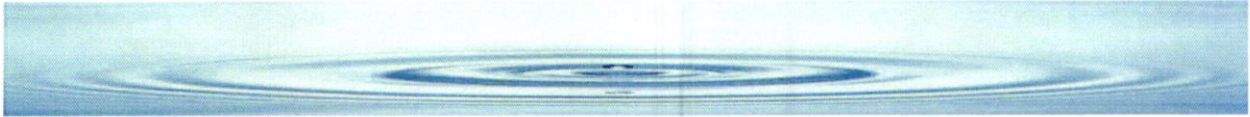
Very truly yours,

Ernst & Young LLP

Accepted by:

[Addressee]

By: _____



MEMORANDUM

Date: July 1, 2022
To: Members of the Independent Audit Association (IAA)
From: Chantal Ouellet, IAA Secretary
Subject: Ernst and Young Master Service Agreement and 2022/2023 State Water Project
Professional Services Contract –
Recommended Approval and Execution

Enclosed is a new Master Services Agreement (MSA) with Ernst & Young which spans a period of 5 years from July 1, 2022 through June 30, 2027. Also enclosed is the 2022/23 Statement of Work (SOW) which includes the State Water Project procedures to be performed in relation to the Department of Water Resources' (DWR) Statement of Charges.

The Exhibit B budget limit is only billed by Ernst and Young if additional work is reviewed and approved by the IAA and remains at \$50,000. Exhibit C allows individual IAA Members to request Ernst and Young to undertake additional services beyond those included in Exhibit A of the SOW.

The IAA team has reviewed Ernst and Young's proposed procedures and recommends that IAA Members approve and execute the 2022/2023 SOW. If you have any questions, please contact me at (559) 992-4127 or couellet@tlbwsd.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chantal Ouellet".

Chantal Ouellet, CMA
Tulare Lake Basin Water Storage District

CC: Joe Pirnik, EY



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM
September 20, 2022

SUBMITTED BY: Administration – Edward D. Hill/Matthew Boyett

SUBJECT: **FIRST READING OF ORDINANCE FOR SENATE BILL 1383 ORGANIC WASTE RECYCLING AND FOOD RECOVERY**

SUMMARY:

Overview:

In 2016, the State of California adopted Senate Bill (SB) 1383 which is the state's response to addressing the climate crisis. According to the state, scientists have identified that greenhouse gases caused by human-like activities are causing climate change. Such activities are the collection of food and yard waste in landfills across the state. By passing SB 1383 the state is aiming to reduce 50% of organic waste generated at 2014 levels by 2020, and 75% by 2025. SB 1383 is the most comprehensive recycling bill the state has passed and mandated in recent memory and is a multi-pronged effort. The County is required to comply with all requirements of SB 1383 for the unincorporated areas that do not fall within the jurisdiction of a community service district, and those areas which have not already been exempted from compliance by CalRecycle for having low population density.

Recommendation:

Introduce and waive the first reading of the Ordinance to adopt organic waste recycling and edible food recovery requirements pursuant to Senate Bill 1383.

Fiscal Impact:

The cost to implement SB 1383 in the first year is estimated to be \$298,000, which includes 2.0 full-time equivalents (FTE), office renovations and needed equipment and supplies for staff. These operations will be housed in the Public Health Department under the Environmental Health Division. County expenses will be charged back to generators on a fee structure that will be developed and adopted in the County's Master Fee Schedule update. As a reference point, if County expenses were

(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

FIRST READING OF ORDINANCE FOR SENATE BILL 1383 ORGANIC WASTE RECYCLING AND FOOD RECOVERY

September 20, 2022

Page 2 of 2

spread evenly across all generators, each generator would pay about \$115 per year in addition to any other hauling fees or services paid to a permitted hauler or Kings Waste and Recycling Authority (KWRA) for those electing to self-haul. However, it is anticipated that those electing to self-haul will see a larger cost-share than those electing to procure service from a permitted hauler of their choice since many of the County resources are anticipated to go towards ensuring compliance with self-haulers. That exact ratio will be determined during the County's Master Fee Schedule update currently happening in county departments.

BACKGROUND:

In 2016, the State of California adopted SB 1383 which is the state's response to addressing the climate crisis. According to the state, scientists have identified that greenhouse gases caused by human-like activities are causing climate change. Such activities are food and yard waste in landfills. By passing SB 1383 the state is aiming to reduce 50% of organic waste generated at 2014 levels by 2020, and 75% by 2025. To properly meet the targets and goals of SB 1383, regulations and state enforcement went into effect January 1, 2022.

The state is mandating that waste be separated in three primary categories: compost (green waste), landfill (regular trash), and recycle. In addition to this separation, all food waste is now required to be composted along with green waste (yard waste). No longer is food waste able to be disposed along with regular trash (landfill). Another critical component of the state's new recycling mandate is a requirement for certain businesses to recycle unused food that is still able to be safely consumed. Such unused food is to be sent to edible food recovery organizations who will re-purpose the food back into the community.

The County is responsible for all generators within the unincorporated area that fall outside the boundary of any community service districts. Staff worked with CalRecycle to get many Census tract exemptions for tracts that have populations of less than 75 people per square mile, mostly in rural parts of the county. What is left is a generator total of just about 2,600 that are primarily focused around the Grangeville area, the Lemoore fringe, and the Corcoran fringe.

On May 10, 2022, the Board heard a study session on SB 1383 requirements enforced upon the County by the state. Within the study session, the Board were presented two options towards implementation: franchise zone or free-market model. The Board directed staff to implement SB 1383 via the free market model, opting to give the constituents free choice of whether they want to procure hauling services from a permitted hauler of their choice or elect to self-haul their source-separated waste to KWRA. With the Board's direction, staff began to work towards crafting the required ordinance to fit the free-market model and ensure the County's compliance with all requirements of SB 1383.

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF KINGS REPEALING
CHAPTER 13 OF THE COUNTY OF KINGS' CODE OF ORDINANCES IN ITS
ENTIRETY AND ENACTING A NEW CHAPTER 13 RELATING TO SOLID WASTE
COLLECTION AND DISPOSAL INCLUDING ORGANIC WASTE RECYCLING AND
EDIBLE FOOD RECOVERY REQUIREMENTS**

The Board of Supervisors of the County of Kings ordains as follows:

Section 1. That the Code of Ordinances, County of Kings Chapter 13, heretofore adopted by Ordinance No. 533 on June 21, 1994, and amended by Ordinance No. 544 on October 3, 1995, and Ordinance No. 555 on December 3, 1996, is hereby repealed in its entirety.

Section 2. That the Code of Ordinances, County of Kings, is hereby amended by adding Chapter 13 which is attached hereto and incorporated herein by reference.

Section 3. This ordinance shall become effective thirty (30) days after it is passed and adopted.

The foregoing ordinance was introduced at a regular meeting of this Board of Supervisors of the County of Kings held on September 20, 2022, and was adopted at a regular meeting of the Board of Supervisors on September 27, 2022, by the following vote:

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

Joe Neves, Chairman
Board of Supervisors, County of Kings,

WITNESS my hand and seal of said Board of Supervisors this ___ day of September 2022.

Catherine Venturella,
Clerk of said Board of Supervisors

Chapter 13 – SOLID WASTE COLLECTION AND DISPOSAL

ARTICLE I. IN GENERAL

Sec. 13-1. Purpose and Findings.

The County of Kings Board of Supervisors finds and declares:

- (1) The county is authorized under Article XI, Section 7, of the California Constitution to make and enforce, within its limits, all police and sanitary ordinances and regulations not in conflict with general laws.
- (2) In the exercise of its police powers, the county may determine, in its discretion and consistent with its authority in the area of public health and sanitation, the best methods or means available to advance and protect the public health, safety, and welfare of the residents of the county.
- (3) Pursuant to Public Resources Code Sections 40002 and 40057, the board is authorized to and shall provide for solid waste handling services, including, without limitation, source reduction, recycling, composting, and the collection, transfer, and disposal of solid waste within the unincorporated area of the county by any means authorized by Public Resources Code Sections 40058 and 40059.
- (4) Pursuant to the California Public Resources Code Section 40059, the county is authorized to determine aspects of solid waste handling which are of local concern and the means by which such services are to be rendered under terms and conditions prescribed by the board by resolution or ordinance, including the provision of solid waste collection, processing and disposal services on an exclusive or nonexclusive basis, either with or without competitive bidding.
- (5) Pursuant to the California Public Resources Code Section 40059, the board has determined that the public health, safety, and welfare of the residents of the county require that qualified solid waste collectors be authorized to operate within the unincorporated areas of the county, with the exception of community service districts.
- (6) The board has determined that the collection and disposal of solid waste and promotion of recycling and other waste diversion efforts in the unincorporated areas of the county, is required as the means that will best advance and protect the public health, safety, and welfare of the residents of the county.
- (7) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, *et seq.*, as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in the county to the maximum extent feasible before any incineration or

landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

- (8) State recycling law, Assembly Bill 341 of 2011, places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires county the to implement a mandatory commercial recycling program.
- (9) State organics recycling law, Assembly Bill 1826 of 2014 (which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to solid waste) requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert organic waste from businesses subject to the law, and requires Jurisdictions to implement a mandatory commercial organics recycling program.
- (10) SB 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the county, residential households, commercial businesses and business owners, commercial edible food generators, collectors, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets.
- (11) Pursuant to the SB 1383 regulations established by CalRecycle, jurisdictions, such as the county, must adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of the SB 1383 regulations.
- (12) The county and cities of Hanford, Lemoore, and Corcoran established the Kings Waste and Recycling Authority, under the Join Powers Agreement entered into on September 12, 1989, as amended on March 3, 1992, September 13, 1994, and February 27, 1996, that directed the members to transfer the solid waste collected to Kings Waste and Recycling Authority.
- (13) Requirements in this ordinance are consistent with the above-referenced state laws and the county's constitutional and statutory authority over public health and sanitation.

Sec. 13-2. Liberal construction.

In order to protect the health, safety and welfare of Kings County residents and to promote an improvement in visual and physical quality of the environment, and in order to meet the statutory waste diversion mandates required by state law, including California Public Resources Code Section 41780 et seq., the board of supervisors has determined that it is necessary to adopt

a coordinated county-wide program for the safe, economical and efficient collection, storage, transportation and disposal of solid waste, and to assure adequate standards of service for said collection, storage, transportation and disposal of solid waste. This chapter shall be liberally construed for the accomplishment of these purposes.

Sec. 13-3. Responsibility for rate setting.

Licensed collectors collection rates shall be prescribed by the agreements between licensed collectors and their customers located within the unincorporated area of the county . The county shall charge organic waste generators an administrative fee reasonably related to the costs of implementing and enforcing SB 1383 regulations. Licensed collectors shall include the administrative fee in their customer invoices and collect the administrative fees on behalf of the county. Licensed collectors shall transfer the administrative fees as prescribed in the contracts between the county and licensed collectors.

Sec. 13-4. Applicability.

This chapter regulates the storage, segregation, collection, transportation, processing, and disposition of solid waste generated within the unincorporated area of Kings County.

Sec. 13-5. Responsibility to manage solid waste.

It is hereby declared that it is in the interest of public health, safety, and welfare that the county control and manage the segregation, storage, collection, transportation, processing, and disposal of solid waste in the unincorporated areas of the county.

- (1) In this regard, the county is responsible for all aspects of management of solid waste. It may carry out this responsibility itself or it may contract with persons to conduct such work.
- (2) The county has full authority to regulate the collection and transportation of solid waste, including recyclables and organics, within the jurisdiction of Kings County.

Sec. 13-6. Rules and regulations.

The board shall, by resolution, establish additional rules and regulations to administer and carry out the policies and purposes of this chapter as from time to time appear to be in the best interests of the public health, safety, and welfare.

Sec. 13-7. Administration of chapter.

The public works director is charged with administration of this chapter and the rules and regulations adopted by the board. The public works director is authorized to make necessary and reasonable policies and procedures with respect to the accumulation, collection, transportation, processing, recycling, and disposal of various types of solid waste, consistent with this chapter

and the rules and regulations adopted by the board. The health officer shall have authority to enter, at any reasonable hour, upon the premises of any person regulated by this chapter to determine compliance with this chapter and the rules and regulations adopted by the board.

Sec. 13-8. Definitions

Except as otherwise provided herein, the words used in this chapter shall be interpreted consistent with the definitions set forth in Public Resources Code Section 40100 et seq., the Health and Safety Code Section 25110 et seq., and Title 14 California Code of Regulations Section 17225 et seq. The definitions set forth below shall apply throughout this chapter.

- (1) *Act* means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.) and all regulations adopted under that legislation, as may be amended from time to time.
- (2) *Agricultural solid waste* means manures, culls, prunings, or crop residues resulting from the production, packing, or processing of farm or agricultural products.
- (3) *Blue container* means a container where either the lid of the container is blue in color, or the body of the container is blue in color and lid is either blue, gray, or black in color. blue containers shall be used for the purpose of storage and collection of source separated recyclable materials or source separated blue container organic waste.
- (4) *Board* means the Kings County Board of Supervisors.
- (5) *Buy back facility* means a facility which receives source separated materials for a fee.
- (6) *CalRecycle* means California's Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 regulations on the county (and others).
- (7) *Clean up people* means those individuals or firms exclusively providing solid waste cleanup and removal services at residential, commercial, industrial, or institutional locations.
- (8) *Collection vehicle* means any vehicle or equipment used in the collection of residential, commercial, industrial, or governmental solid waste.
- (9) *Collector* means any person who engages in solid waste collection.
- (10) *Collector route* means the designated itinerary or sequence of stops for each segment of the county's collection service area.

- (11) *Commercial business or commercial* means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling. A multi-family residential dwelling that consists of fewer than five (5) units is not a commercial business for purposes of implementing this ordinance.
- (12) *Commercial edible food generator* means a tier one or a tier two commercial edible food generator as defined in this ordinance. For the purposes of this definition, food recovery organizations and food recovery services are not commercial edible food generators.
- (13) *Community composting* means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.
- (14) *Compliance review* means a review of records by the county, or its designee, to determine compliance with this ordinance.
- (15) *Compost* means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility.
- (16) *Composting facility* means a permitted solid waste facility at which composting is conducted and which produces compost.
- (17) *Compostable plastics or compostable plastic* means plastic materials that meet the ASTM D6400 standard for composability.
- (18) *Container contamination or contaminated container* means a container, regardless of color, that contains prohibited container contaminants.
- (19) *Container* means any bin, roll-off box, vessel, can or receptacle used for collecting solid waste for removal, whether owned by the collector, property owner or tenant.
- (20) *County enforcement official* means the director of the county's public health department.
- (21) *C&D* means construction and demolition debris.
- (22) *Designated source separated organic waste facility* means a solid waste facility that accepts a source separated organic waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and is a "transfer/processor," as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average source separated organic

content recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for organic waste received from the source separated organic waste collection stream.

- (23) *Designee* means an entity that the county contracts with or otherwise arranges to carry out any of the county's responsibilities of this ordinance, and may be a government entity, a collector, a private entity, or a combination of those entities.
- (24) *Edible food* means food intended for human consumption. For the purposes of this ordinance, edible food is not solid waste if it is recovered and not discarded. Nothing in this ordinance requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.
- (25) *Enforcement action* means an action of the county to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (26) *Excluded Waste* means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Jurisdiction and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in county's, or its designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose county, or its designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in single-family or multi-family solid waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- (27) *Food distributor* means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.
- (28) *Food facility* means operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, and has the same meaning as in Section 113789 of the Health and Safety Code.
- (29) *Food recovery* means actions to collect and distribute food for human consumption that otherwise would be disposed.

(30) *Food recovery organization* means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to:

(a) A food bank as defined in Section 113783 of the Health and Safety Code;

(b) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and

(c) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A food recovery organization is not a commercial edible food generator for the purposes of this ordinance. If the definition in 14 CCR Section 18982(a)(25) for food recovery organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

(31) *Food recovery service* means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery. A food recovery service is not a commercial edible food generator for the purposes of this ordinance.

(32) *Food scraps* means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. food scraps excludes fats, oils, and grease when such materials are source separated from other food scraps.

(33) *Food service provider* means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

(34) *Food-soiled paper* means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

(35) *Food waste* means all institutional, residential, and commercial food product waste.

(36) *Garbage* means the putrescible animal, fish, fowl, food, fruit, bakery goods or vegetable matter resulting from the preparation, storage, processing, handling, decay, distribution, manufacturing, or consumption of such substance except suet, tallow, bones or meat trimmings that are not rejected by the owner or producer as worthless or useless.

- (37) *Gray container* means a container where either the lid of the container is gray or black in color, or the body of the container is entirely gray or black in color and the lid is gray or black in color.
- (38) *Gray container waste* means solid waste that is collected in a gray container that is part of a three-container organic waste collection service that prohibits the placement of organic waste in the gray container.
- (39) *Green container* means a container where either the lid of the container is green in color, or the body of the container is green in color and the lid is green, gray, or black in color and shall be used for the purpose of storage and collection of source separated green container organic waste.
- (40) *Green waste* means all grass clippings, leaves, branches and tree trunks and other yard waste generated by residential property owners and placed at the curb.
- (41) *Grocery store* means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments.
- (42) *Health officer* means the county's health officer or their authorized representative.
- (43) *Inspection* means a site visit where the county, or its designee, reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of organic waste or edible food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (44) *KWRA* means the Kings Waste and Recycling Authority, the joint powers agency consisting of the county of Kings and member cities.
- (45) *Large event* means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
- (46) *Large venue* means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a

- public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue . If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.
- (47) *License* means a solid waste collection license issued by the public works director pursuant to Article III of this chapter.
 - (48) *Licensed collector* means any person or entity which has obtained a solid waste collection license from the county pursuant to Article III of this chapter.
 - (49) *Litter* means all improperly discarded solid waste, including but not limited to, convenience food, beverage and other product packages or containers constructed of steel, aluminum, glass, paper, plastic and other natural and synthetic materials thrown or deposited on the lands and waters of the state but not including the properly discarded waste of the primary processing of agriculture, mining, logging, saw milling or manufacturing pursuant to California Code of Regulations Title 14, Section 17225.42.
 - (50) *Local education agency* means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
 - (51) *Local enforcement agency* means the agency which has been designated under the California Integrated Waste Management Act as the local enforcement agency within Kings County. The current local enforcement agency is the county's public health department.
 - (52) *Material recovery facility* means a facility designed to receive, process, and dispose of solid waste with the purpose of performing salvage and then disposing of the residual solid waste at an approved solid waste disposal site.
 - (53) *Medical waste means* biohazardous waste; sharps waste; waste which is generated or produced as a result of the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto or in the production or testing of biologicals pursuant to California Health and Safety Code, Section 25023.2.
 - (54) *Multi-family residential dwelling or multi-family* means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-family premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses.

- (55) *Non-compostable paper* includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (56) *Non-local entity* means entities that are not subject to the county's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42).
- (57) *Non-organic recyclables* means non-putrescible and non-hazardous recyclable waste including but not limited to bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (58) *Notice of violation* (NOV) means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (59) *Nuisance* means anything which is injurious to human health or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
- (60) *Occupant* means every owner, tenant, lessee, or person having the care or control of any property or premises.
- (61) *Organic waste* means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, green waste, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (62) *Organic waste generator* means a person or entity that is responsible for the initial creation of organic waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (63) *Paper products* include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (64) *Person* means any individual, firm, association, partnership, political subdivision, government agency, district municipality, public or private corporation, for profit or non-profit, or any other entity whatsoever.
- (65) *Premises* means a tract or parcel of land with or without habitable buildings or appurtenant structures.

- (66) *Printing and writing papers* include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- (67) *Prohibited container contaminants* means the following: (i) discarded materials placed in the blue container that are not identified as acceptable source separated recyclable materials for the blue container; (ii) discarded materials placed in the green container that are not identified as acceptable source separated green container organic waste for the green container; (iii) discarded materials placed in the gray container that are acceptable source separated recyclable materials and/or source separated green container organic wastes to be placed in green container and/or blue container; and, (iv) excluded waste placed in any container.
- (68) *Public works director* means the county's public works director, or their authorized representative.
- (69) *Putrescible waste* means organic material with a decomposition capacity to emit noticeable quantities of odor and gaseous byproducts. Material in this category includes, but is not limited to, kitchen waste, dead animals, and food waste.
- (70) *Recovered organic waste products* means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- (71) *Recovery* means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (72) *Recyclables* means solid waste which is aluminum, glass bottles and jars, paper, newspaper, cardboard, plastic containers, tin and bi-metal, white goods, yard or green waste and other materials which can be, processed and returned to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- (73) *Recycled-content paper* means paper products and printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- (74) *Renewable gas* means gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle organic waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

- (75) *Restaurant* means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (76) *Route review* means a visual inspection of containers along a collector route for the purpose of determining container contamination, and may include mechanical inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (77) *SB 1383* means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (78) *SB 1383 regulations* or *SB 1383 Regulatory* means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (79) *Salvage* means the following:
- (a) Verb: Segregation of recyclables from the solid waste stream by the generator of that solid waste and preparation for sale by the generator, at a profit, in the commercial market.
 - (b) Noun: Solid waste which has been prepared by the generator, at the site where generated, and which is salable as a commodity.
- (80) *Self-hauler* means a person, or entity who hauls solid waste, organic waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting organic waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
- (81) *Single-family* means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (82) *Solid waste* means all putrescible or non-putrescible solid and semi-solid waste, including recyclables, refuse, garbage, rubbish, trash, decaying vegetable and animal matter, ashes, street refuse, green waste, industrial waste, swill, offal, tin cans, paper, and other offensive or nauseous substances, excepting the following: agricultural

solid waste, and liquid-carried industrial wastes, and sewage or sewage hauled as an incidental part of a septic tank or cesspool cleaning service, medical waste, and hazardous and extremely hazardous waste as defined and regulated by state law.

- (83) *Solid waste collection* means the commercial act of collecting, removing, or transporting solid waste generated at residential, commercial, industrial or governmental sites within the unincorporated territory of Kings County, and hauling it to a facility for processing, transfer, or disposal.
- (84) *Solid waste collector* means any person or entity which has been issued a solid waste collection license by the public works director pursuant to Article III of this chapter.
- (85) *Solid waste facility* means a disposal site, buy-back facility, material recovery facility (MRF), composting facility, transfer station, or a site that engages in any solid waste processing, or any facility specified in the Public Resources Code Section 40194. Solid waste facility shall include a commercial or industrial business conducting salvage of recyclables but shall exclude private residences engaged in salvage for their own purposes.
- (86) *Solid waste processing* means the reduction, separation, composting, recovery, salvage, conversion or recycling of solid waste and any activity conducted in a solid waste facility.
- (87) *Solid waste processor* means any person regularly engaged in solid waste processing, including a buy-back facility as defined herein.
- (88) *Source separated* means materials, including commingled recyclable materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, source separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that source separated materials are separated from gray container waste for the purposes of collection and processing.
- (89) *Special waste* means solid waste which has characteristics which make it unsuitable for collection and/or processing by regular or routine methods. Such wastes include, but are not limited to, tires, large white goods, demolition. These wastes will be collected and/or processed separately from the regular collection and processing procedures.

- (90) *Source separated blue container organic waste* means source separated organic wastes that can be placed in a blue container that is limited to the collection of those organic wastes and non-organic recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
- (91) *Source separated green container organic waste* means source separated organic waste that can be placed in a green container that is specifically intended for the separate collection of organic waste by the generator, excluding source separated blue container organic waste, carpets, non-compostable paper, and textiles.
- (92) *Source separated recyclable materials* means source separated non-organic recyclables and source separated blue container organic waste.
- (93) *State* means the State of California.
- (94) *Supermarket* means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (95) *Three-container collection services* are solid waste collection companies that are licensed to collect solid waste by the county's public works department. A current list of permitted solid waste collection companies are available at the public works department.
- (96) *Tier one commercial edible food generator* means a commercial edible food generator that is one of the following, supermarket, grocery store with a total facility size equal to or greater than 10,000 square feet, food service provider, food distributor, and wholesale food vendor.
- (97) *Tier two commercial edible food generator* means a commercial edible food generator that is one of the following, restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet, hotel with an on-site food facility and 200 or more rooms' health facility with an on-site food facility and 100 or more beds, large venue, or large event, a State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet, or A local education agency facility with an on-site food facility.
- (98) *White goods* means kitchen or other large appliances.
- (99) *Wholesale food vendor* means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

(100) *Yard waste* means leaves, grass, weeds, and wood materials from trees and shrubs.

Sec. 13-9. Reserved

ARTICLE II. WASTE MANAGEMENT REGULATIONS

Sec. 13-10. Solid waste management standards.

The board, by resolution, may establish additional standards for the storage, collection, and transportation of solid waste, based on recommendations of the public works director and the health officer. The board may from time to time revise these standards.

Sec. 13-11. Health and safety issues.

- (1) *Private property to be free of excess solid waste and litter.* The owner, occupant or operator of any premises, business establishment, or other property, vacant or occupied, shall be responsible for the safe and sanitary storage of all solid waste and recyclables accumulated on the property. The property shall be free of excessive amounts of solid waste and litter, except that manure or wood, leaves and other green waste may be accumulated, providing that no nuisance is created. What are excessive amounts of solid waste and litter shall be as determined by the health officer.
- (2) *Providing waste collection containers.*
 - (a) No person shall maintain or use any residence, place of business, or other building or place where persons reside, congregate, or are employed, which does not have one or more containers for the sanitary removal of all solid waste.
 - (b) Except for the purpose of green waste composting or as set forth in subsection (5) below, no person shall place or dump any solid waste or any offensive, unsightly or decaying matter of any kind whatsoever anywhere in the county other than in an approved container designated for that type of waste, consistent with the blue container, green container, and gray container collection service or an approved solid waste facility.
 - (c) No person shall place hot coals, hot ashes or other burning matter in any solid waste container set out for collection.
- (3) *Disposition of animal carcasses.* Every owner, occupant and operator of any real property situated within the unincorporated area of the county shall, upon reasonable notice given by the county health officer, bury to a depth of at least three feet under the surface of the earth, or remove to a proper disposal site, all carcasses of dead

animals which have died or are upon any part of such real property. Animal carcasses shall not be placed in solid waste containers.

- (4) *Accumulation of solid waste to be removed.* Whenever any solid waste has been thrown or deposited upon any street, road, or private or public premises, or has accumulated thereon, the health officer shall give written notice to the owner, tenant or person having charge or control of said street, road, or premises, to remove from the premises the substances so deposited or accumulated. It shall be unlawful for the owner, tenant or person having charge or control of said premises to neglect or fail to remove said solid waste from said premises within a reasonable time, as determined by the health officer, after the receipt of said notice.
- (5) *Food waste and agricultural byproducts.*
 - (a) *Food waste for stock feeding.* The owner or occupant of any agricultural property may allow food waste to be accumulated, stored, disposed of, or used for stock feeding on the premises, as long as such food waste is not permitted to become a nuisance due to the breeding or attraction of flies or rodents, or from odors, or to create a hazard to the public health, safety, or welfare, as determined by the health officer. All such agricultural operations shall comply with the Agricultural Solid Waste Management Standards, Title 14 California Code of Regulations, commencing with Section 17801.
 - (b) *Agricultural byproducts.* Culled fruits and vegetables and agricultural byproducts which cannot be used for animal feed, returned to soil or recovered in another manner shall be disposed of in a green container consistent with the blue container, green container, and gray container collection service. Agriculture byproducts or wastes, not of plant or animal origin, such as nonhazardous packaging, plastic film, or shop wastes, shall be disposed of in a blue container in accordance with the blue container, green container, and gray container collection service.

13-12. Requirements for single-family generators.

With the exception of single-family generators that meet the self-hauler requirements in Section 13-57, or that are located in the unincorporated parts of the county subject to low population waivers granted by CalRecycle, single-family organic solid waste generators shall comply with the following requirements:

- (1) Subscribe to a three-container collection service for all solid waste generated as described below in Section 13-11(2). The county shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity of each type of collection service for proper separation and containment of materials. Single-family generators shall adjust their level of collection services as requested by the county. Generators may additionally manage their organic waste by preventing or

reducing their organic waste, managing organic waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

- (2) Participate in the county's solid waste collection service(s) by placing source separated organic waste, including food waste, in the green container; source separated recyclable materials in the blue container; and gray container waste in the gray container.
- (3) Generators shall not place Prohibited container contaminants in collection containers.

Sec. 13-13. Requirements for commercial businesses.

Generators that are commercial businesses shall:

- (1) Subscribe to a three-container collection service for all solid waste generated as described below in Section 13-12(2). The county shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity of each type of collection service for proper separation and containment of materials. Generators shall adjust their level of collection services as requested by the county.
- (2) Participate in the solid waste collection service(s) by placing source separated waste, including food waste, in the green container; source separated recyclable materials in the blue container; and gray container waste in the gray container. This subsection shall not apply to commercial businesses that meet the self-hauler requirements in Section 13-57 of this ordinance.
- (3) Generators shall not place prohibited container contaminants in collection containers.
- (4) Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors (conforming with Sections 13-12(5)(a-b) for employees, contractors, tenants, and customers, consistent with the blue container, green container, and gray container collection service.
- (5) Excluding multi-family residential dwellings, provide containers for the collection of source separated organic waste and source separated recyclable materials, generated by that business, in all indoor and outdoor areas where disposal containers are provided for customers, except for restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - (a) A body or lid that conforms with the container colors provided a three-container collection service.

- (b) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (6) Notwithstanding the requirements of Section 13-12(5), a commercial business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with container color or label requirements prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
- (7) Excluding multi-family residential dwellings, to the extent practicable through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the blue container, green container, and gray container collection service.
- (8) Excluding multi-family residential dwellings, periodically inspect blue containers, green containers, and gray containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (9) Annually provide information to employees, contractors, tenants, and customers about organic waste recovery requirements and about proper sorting of source separated organic waste and source separated recyclable materials.
- (10) To the extent applicable, provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep source separated organic waste and source separated recyclable materials separate from gray container waste (when applicable) and the location of containers and the rules governing their use at each property.
- (11) Provide or arrange access for the county or its agent to the commercial business's property(ies) during all compliance inspections conducted in accordance with Section 13-53.
- (12) If a commercial business wants to self-haul, meet the self-hauler requirements in Section 13-57 of this ordinance.
- (13) Nothing this Section prohibits a generator from preventing or reducing waste generation, managing organic waste on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).

Sec. 13-14. Requirements for solid waste collectors.

- (1) No person shall provide residential, commercial, or industrial organic waste collection services to generators within the county's boundaries without first obtaining a license from the public work's director, which will be memorialized in an agreement between the county and collector.
- (2) Persons providing residential, commercial, or industrial organic waste collection services to generators within the county's boundaries shall meet the following requirements and standards as a condition of initial and continued approval to collect organic waste:
 - (a) Through written notice to the county, identify the facilities that recover source separated organic waste to which they will transport organic waste. Organic waste licensed collectors shall notify the county in writing within thirty (30) days of any changes in or additions to the identified facilities.
 - (b) Transport source separated organic waste to a facility, operation, activity, or property that recovers and reduces landfill disposal of organic waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
- (3) Persons authorized to collect organic waste pursuant to this section shall conduct annual route reviews of commercial and residential organic waste generators for prohibited container contaminants. Compliance with this subsection shall require a review of all routes on an annual basis but shall not require a review of each generator on the licensed collector's route.

Sec. 13-15. Recovered organic waste and recycled paper procurement requirements.

- (1) County departments and direct service providers to the county of landscaping maintenance, renovation, and construction shall:
 - (a) As reasonably practicable, use compost and mulch for all landscaping renovations, construction, or maintenance performed for the county that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR, Division 7, Chapter 3.1, Article 1, Section 17852.
 - (b) Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to county, upon completion of projects or procurement. Information to be provided shall include:

- i. General description of how and where the product was used, and if applicable, applied;
 - ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered organic waste Products were procured;
 - iii. Type of product;
 - iv. Quantity of each product; and
 - v. Invoice or other record demonstrating purchase or procurement.
- (2) All vendors providing paper products, printing and writing paper shall:
- (a) If fitness and quality are equal, provide recycled-content paper products and recycled-content printing and writing paper that consists of at least thirty (30) percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled paper products and printing and writing paper are available at the same or lesser total cost than non-recycled items.
 - (b) Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
 - (c) Certify in writing, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the county. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both, can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
 - (d) Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
 - (e) Provide records to the county's Recovered organic waste Product procurement recordkeeping designee, in accordance with the county's recycled-content paper procurement policy(ies) of all paper products and printing and writing paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the county. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 13-15(2)(c) and (2)(d) above for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content paper products or printing and writing papers are

provided, include a description of why Recycled-Content paper products or printing and writing papers were not provided.

- (3) The public works director, in collaboration with the county's purchasing department, shall develop and maintain reasonable policies and procedures consistent with this section.

13-16. Waivers for generators

The county may waive a commercial business' obligation (including multi-family residential dwellings) to comply with some or all of the organic waste requirements of this ordinance if the commercial business provides documentation that the business generates below a certain amount of organic waste material as described in) below. Commercial businesses requesting a de minimis waiver shall:

- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation noted below.
- (2) Provide documentation that either:
 - (a) The commercial business' total solid waste collection service is two cubic yards or more per week and organic waste subject to collection in a blue container or green container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (b) The commercial business' total solid waste collection service is less than two cubic yards per week and organic waste subject to collection in a blue container or green container comprises less than 10 gallons per week per applicable container of the business' total waste.
- (3) Notify county if circumstances change such that commercial business's organic waste exceeds threshold required for waiver, in which case waiver will be rescinded.
- (4) Provide written verification of eligibility for de minimis waiver every 5 years, if county has approved de minimis waiver.

The county may waive a commercial business' or property owner's obligations (including multi-family residential dwellings) to comply with some or all of the recyclable materials and/or organic waste collection service requirements if the county has evidence from its own staff, a licensed collector, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the organic waste collection requirements. A commercial business or property owner may request a physical space waiver through the following process:

- (1) Submit an application to the public works department specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for blue containers and/or green containers including documentation from its licensed collector, licensed architect, or licensed engineer.
- (3) Provide written verification to county that it is still eligible for physical space waiver every five years, if the county has approved application for a physical space waiver.

The county, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to a three-container service organic waste collection service to arrange for the collection of their blue container, gray container, one time or more per week.

Secs. 13-17—13-29. Reserved.

ARTICLE III. LICENSING FOR SOLID WASTE COLLECTION

Sec. 13-30. License required.

For the purpose of protecting the public health and safety and the environment, and pursuant to regulations adopted by the public works director, the public works director shall issue non-exclusive solid waste collection licenses to persons or entities making application for a license pursuant, and subject to, the provisions of this article, and the agreements between the county and licensed collectors.

Sec. 13-31. Solid waste collection license.

After completion of the application process set forth in section 13-32 of this article, the public works director may issue a non-exclusive license to an applicant for a solid waste collection license, subject to appropriate terms and conditions set forth in the license, which terms and conditions shall be consistent with this chapter and with the regulations adopted pursuant thereto.

- (1) *License content.* The solid waste collection license shall include all the requirements of this chapter including, but not limited to, the responsibilities of solid waste licensees as set forth from section 13-37 through section 13-40, the rules, regulations, and established standards set by the board under sections 13-6 and 13-10, and the policies and procedures established by the public works director under section 13-7.
- (2) *License term.* Licenses issued pursuant to this section shall be valid for three years from the date of issuance. Such licenses shall be renewable subject to compliance with a renewal application procedure to be developed by the public works director.

Sec. 13-32. License application process.

The public works director and health officer are responsible for the review and evaluation of applications for solid waste collection licenses. Upon receipt of an application and the required fees, the public works director shall forward a copy of the application to the health officer.

- (1) Every application for a solid waste collection license must be accompanied by the fee required under section 13-33 below and shall contain at least the following information:
 - (a) The name, address and business telephone number the of the applicant.
 - (b) A comprehensive description of the proposed schedule for solid waste collection days and time.
 - (c) A comprehensive statement setting forth the applicant's experience in providing commercial solid waste collection services in the past.
 - (d) A complete description of the comprehensive system to be used by the applicant to meet the landfill diversion requirements set forth in section 13-37(1)(f)(ii) of this chapter, in the event that the applicant does not intend to comply with the requirement set forth in section 13-37(1)(f)(ii). Prior to the issuance of a license, the public works director must make a determination that such diversion system meets the requirements of this chapter and will not in any way jeopardize the county's ability to comply with the requirements set forth in Public Resources Code section 41780.
- (2) The health officer shall make any inspections he deems necessary or appropriate and within 30 days shall report to the public works director with recommendations, including any recommendations for special license conditions relating to public health and safety.
- (3) The public works director shall review all applications and make such investigations as he deems necessary and appropriate.
- (4) Upon the basis of the level of service proposed, any historical evidence as to the quality of service, the health officer's recommendations, evidence submitted and results of any investigations, the public works director shall make a finding on the qualifications of the applicant under this chapter. On the basis of his findings, the public works director shall issue the license with appropriate conditions attached thereto, or he shall deny the application. If the public works director denies an application for a license, the applicant may request and shall be entitled to an appeal hearing before the board of supervisors.

Sec. 13-33. License application fee.

Based upon the recommendation of the public works director, the board of supervisors shall establish a schedule of appropriate fees to cover the costs of processing and reviewing applications for solid waste collection licenses. An application shall not be accepted by the public works director unless it is accompanied by the appropriate fee. An application which is mistakenly accepted without payment of the required fee shall be returned to the applicant without further processing.

Sec. 13-34. Exception to licensed collector services.

The following persons are not required to obtain a solid waste collection license:

- (1) Professional gardeners and persons hauling special waste, such as clean-up people;
- (2) Persons collecting dead animals, bones, meat scraps, grease, or other waste food products for rendering or animal food;
- (3) Collectors of tires and salvaged recyclables;
- (4) Persons who collect vegetable matter or food waste, without any charge, for use as food for animals;
- (5) Licensed construction and demolition contractors removing construction and demolition waste from a residential or commercial premises using their own employees and equipment as an incidental part of a comprehensive service offered by such contractor and in compliance with applicable law.
- (6) Generators of hazardous waste (including household hazardous waste), medical waste, liquid waste and designated waste disposing of such materials in accordance with applicable law;
- (7) Persons who provide solid waste collection under license, permit, contract with other governmental entities in the unincorporated areas of Kings County.

The persons listed in subsections (1) through (4) above, shall be subject to the following provisions:

- (1) They shall register in accordance with subdivision section 13-35;
- (2) They shall comply with all applicable health and safety requirements and standards for the collection, storage, processing and transportation of solid waste of that type.
- (3) They shall comply with all reasonable and applicable policies, regulations and procedures adopted or established by the public works director in accordance with section 13-5.

Sec. 13-35. Registration of solid waste collection and processing.

Except as set forth in subsection (1) below, and except within the City of Avenal, it shall be unlawful for any person in any unincorporated area of the county to collect, remove, dispose of, transport or process solid waste without first registering with the public works director.

- (1) Exceptions. The following persons are not required to register:
 - (a) Persons holding a solid waste collection license issued pursuant to Article III of this chapter;
 - (b) Persons within their own homes, whether owned or rented, who perform salvage for their own purposes;
 - (c) All publicly operated solid waste facilities which operate under state permit;
 - (d) The member agencies of KWRA, and those persons who, collect, remove, dispose of, transport or process solid waste under license, permit, or contract issued or entered into by said member agencies of KWRA.
- (2) All solid waste processors, licensed collectors, consistent with the applicable agreement, may be required to prepare and submit an annual "report of solid waste processed" to the public works director. This report may be determined to be essential in monitoring the amount of solid waste diverted from land filling. The report shall contain, at a minimum, the following information.
 - (a) The name of the person conducting the solid waste processing.
 - (b) The type of solid waste processing conducted.
 - (c) The total tonnage of solid waste processed.
 - (d) The type of and tonnage of solid waste processed as recyclables.
 - (e) The destination of the solid waste processed as recyclables.

Sec. 13-36. Licenses for cities and districts.

Licenses may be issued to cities and special districts for collection outside their jurisdictions under the same terms and conditions set forth in this chapter.

Sec. 13-37. Responsibility of solid waste collection licensees.

- (1) In addition to other requirements of this chapter, each licensed collector shall comply with the following requirements:
- (a) *Performance standards.* The licensee shall provide solid waste collection service in compliance with the performance standards adopted by the board by resolution.
 - (b) *Litter and nuisance prevention.* The licensee shall be responsible for the prevention of littering or the creation of a nuisance at the loading point, during loading, during transport, and during unloading operations.
 - (c) *Regular collection schedule.* The licensee shall provide a minimum regular collection schedule for his or her customers. The licensee may change the regular collection schedule, consistent with the terms of the county agreements with licensed collectors but only after giving the county public works department and each of the effected customers at least 30 days notice of the proposed change.
 - (d) *Operating records.* The licensee shall keep and maintain such operating records as the public works director may require to ascertain the extent of compliance with this chapter, and shall, if so requested by the public works director, submit periodic reports of his or her operations.
 - (e) *Customer complaints.* The licensee shall maintain a record of customer complaints, to include a record of the action taken to resolve each complaint. Such record shall be available for inspection by the public works director for a period of at least three years.
 - (f) *Landfill diversion requirements.* The licensed collector shall collect, remove, and transport solid waste in compliance with this chapter and other applicable law, including, but not limited to, 14 CCR § 18988.2. Such compliance shall include disposal of solid waste at the appropriate facility or operation for that type of waste, including transfer of yellow bags (or pursuant to whatever system of recovery and recycling is or may subsequently be developed and used by KWRA) for recycling by KWRA to the KWRA Materials Recovery Facility/Transfer Station located at 7803 Hanford-Armona Road, Hanford, California. The County shall have the right to approve any change in the designated disposal facility in its sole and absolute discretion. The County shall notify the licensed collector in writing of any changes in or additions to the designated disposal facility.
 - (g) *KWRA use agreement.* Prior to, or at the time of, entering into an agreement with the county, a licensed collector shall enter into an agreement (use agreement) with KWRA which guarantees that KWRA will accept the licensed collector's solid waste and recyclables for the term of the license and

guarantees that the licensed collector will deliver all such solid waste and recyclables to KWRA's designated facility. A current executed copy of the use agreement shall be a condition of the license, and failure to comply with such use agreement shall be grounds for revocation of the license. A current executed copy of the use agreement shall be a condition of the license, and failure to comply with such use agreement shall be grounds for revocation of the license.

- (h) *Annual financial report.* Annually, on October 31, each licensed collector shall provide the county with three copies of annual financial statements for the fiscal year having ended on June 30. The annual financial statement shall be prepared in accordance with generally accepted accounting principles. In the event of failure to provide any such report, the county may employ a qualified accountant or the county auditor to prepare the report, and the licensed collector in such case, shall be liable to pay the costs and expenses of the accountant or county auditor.
 - (i) *Customer lists.* The licensee shall keep and maintain a current list of customers with name, telephone number, address and type of service and shall make such list available to the public works director or his designee upon request if and when the licensee discontinues providing service to customers within the Kings County unincorporated area.
- (2) *Identification requirement.* The identification of solid waste containers and vehicles used in the collection and transport of solid waste shall be governed by Title 14 California Code of Regulations Sections, Sections 17316 and 17344.
- (3) *Transportation requirements.* Hauling of solid waste and parking of solid waste vehicles.
- (a) The hauling of solid waste on public roads or highways shall be governed by Vehicle Code Sections 23114 and 23115.
 - (b) The parking of solid waste collection and transportation vehicles shall be governed by Title 14 California Code of Regulations, Section 17343.
 - (c) *Vehicle and equipment inspection.* Subject to the provisions of existing law, the vehicles and equipment of a licensed collector may be inspected by the health officer at any reasonable time, at the point of operation or at the licensed collector's service yard.
- (4) *Insurance requirements.* Solid waste licensees shall be responsible for obtaining and maintaining during the entire term of their license and all renewals thereof a policy of public liability and property damage insurance in amount to be established by the public works director after consultation with the county's risk manager. A license

shall not be issued by the public works director until the applicant has submitted a certificate of such insurance to the public works department.

- (5) *Compliance with Agreement with County.* Licensed collectors shall at all times during the term of its agreement with the county, and any extension thereof, comply with the terms and conditions of their agreement with the county.

Sec. 13-38. Office and customer information requirements.

Each licensed collector shall establish and maintain an office where service may be applied for and complaints made. The office shall be equipped with a listed telephone, to which calls from customers may be placed without payment of a toll. In addition, each licensed collector shall provide a 24-hour, seven-day-a-week emergency telephone number for the use of the county and customers in the event of an emergency. Each licensed collector shall supply all serviced premises with printed information cards containing information regarding amounts of solid waste which will be collected, complaint procedures, rates, regulations, and days of collection. Information cards shall be provided to each customer at the time of subscription, upon request, and in advance of route, rate, or regulation changes.

Sec. 13-39. Billing procedures and practices.

All subscribers of services provided by a licenses collector shall be billed directly by that licensed collector. Such bills may be paid by check, cash, or credit card. For periods of vacancy when a subscriber will not require any services from a licensed collector, the subscriber may request a temporary discontinuation of service and related charges. Any such discontinuation will take effect after an initial vacancy period of thirty (30) days and, unless the Licensed Collector agrees otherwise, will be for a minimum period of thirty (30) days.

Sec. 13-40. Delinquent accounts; liens.

Any account with unpaid charges for three (3) months or longer shall be considered a delinquent account. At the request of a licensed collector, and upon the submission to the county of appropriate information demonstrating that an account is delinquent, the county will send a letter to the owner of the property with the delinquent account and request payment within thirty days. If complete payment is not received by the owner of the property within thirty (30) days, the county may place a lien on the property in accordance with Government Code Section 25828, and proceed to collect any unpaid amounts in the manner set forth therein. All amounts collected by the county pursuant to this section shall be remitted in full to the Licensed Collector, less any offset for amounts due the county from that licensed collector.

Sec. 13-41. Nonliability of county.

Neither the county nor any of its officers or employees shall be liable, or in any way responsible, for the payment of any service rates or charges due a licensed collector for performing services for any person or entity other than the county.

ARTICLE IV. ENFORCEMENT AND PENALTIES

Sec. 13-53. Inspections and Investigations

- (1) County representatives and/or designees, are authorized, in accordance with applicable laws, to conduct reasonable inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source separated materials to confirm compliance with this chapter by organic waste Generators, commercial businesses (including multi-family residential dwellings), property owners, collectors, licensed collectors, self-haulers subject to applicable laws. This section does not authorize county or any designee to enter the interior of a private residential property for inspection without authorized consent or a lawful warrant.
- (2) All entities subject to this chapter shall provide or arrange for access to all areas subject to inspection during the inspection (with the exception of residential property interiors) and shall cooperate with the county's representative or designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, records, or any other requirement of this chapter described herein. Failure to provide or arrange for access to an entity's premises and/or access to records for any inspection or investigation is a violation of this chapter and may result in enforcement as authorized in this chapter.
- (3) (c) Any records obtained by the county during its inspection and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (4) County representatives and/or designee are authorized, in accordance with applicable laws, to conduct any inspections or other investigations, randomly or as a result of a complaint of non-compliance, as reasonably necessary to ensure compliance with this chapter. The county may, in its discretion, authorize licensed collector to perform certain inspection and/or investigation activities under this section pursuant to the terms of the agreement with the licensed collector and as authorized by law.
- (5) Persons who know or reasonably suspect that an entity or person is not in compliance with the SB 1383 regulations may file a written complaint with the county. The director of public works shall develop procedures for receipt of such written complaints, including those that are made anonymously.

Sec. 13-54. Enforcement.

- (1) Except as otherwise specifically provided in this chapter, the health officer shall be responsible for the enforcement of this chapter and the rules and regulations adopted by the board.
- (2) The health officer shall have authority to enter, at any reasonable hour, upon the premises of any person regulated by Articles III and IV of this chapter to determine compliance with this chapter and the rules and regulations adopted by the board.
- (3) *Education Period for Non-Compliance.* Upon the effectiveness of this chapter and through December 31, 2023, county or its designee will conduct inspections, route reviews or waste evaluations, and compliance reviews, depending upon the type of regulated entity, to determine compliance with this chapter, consistent with Section 13-53. If the county determines that any organic waste generator, hauler, or other entity is not in compliance, county, or designee, shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required and that violations may be subject to civil penalties starting on January 1, 2024.
- (4) Violation of any provision of this chapter is grounds for issuance of a notice of violation. Persons issued a notice of violation shall correct any noncompliance with this chapter within sixty (60) days of the notice's issuance. Nothing in this chapter precludes the county from using any other available method, including, without limitation, issuance of administrative citations in accordance with Chapter 1A of this Ordinance Code, for violations of this chapter.

Consistent with Chapter 1A of this Ordinance Code, the penalty levels are as follows:

- (a) For a first violation, the amount of the base penalty shall be \$100 per violation.
 - (b) For a second violation, the amount of the base penalty shall be \$200 per violation.
 - (c) For a third violation, the amount of the base penalty shall be \$500 per violation.
- (5) *Civil Penalties for Non-compliance.* Beginning January 1, 2024, if the county determines that a generator of solid waste, hauler, or other entity is not in compliance with this chapter, the noncompliance will be documented, and appropriate enforcement action may be taken.
 - (6) *Compliance Deadline Extension Considerations.* County may extend any compliance deadline set forth in a notice of violation issued in accordance with this section if satisfied there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including, without limitation, the following:

- (a) Acts of God, such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
 - (b) Delays in obtaining discretionary permits or other government agency approvals; or,
 - (c) Deficiencies in organic waste recycling infrastructure capacity and the county is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
- (7) *Use of available enforcement methods.* The county may use any available method authorized in this Ordinance Code, state law, or federal law to enforce the provisions of this chapter.
- (8) The remedies available to the county for the handling of violations or enforcement of the provisions of this chapter shall be cumulative and not exclusive of any other applicable provisions of county, state, or federal law.

Sec. 13-55. Violations.

In addition to the administrative citations under section 13-54, the county may charge violations of this chapter as follows:

- (1) *Misdemeanors.* Any person violating any of the provisions of the source separation requirements under 13-12 and 13-13 of this chapter shall be guilty of a misdemeanor and shall be punishable as provided in section 1-8 of this Ordinance Code.
- (2) *Infractions.* Any person violating any of the provisions of sections 13-11 and 13-35 of this chapter shall be guilty of an infraction and shall be punishable as provided in section 1-8.1 of this Ordinance Code.
- (3) *Citation.* In addition to or in lieu of other enforcement powers set forth in this chapter, the public works director and the health officer shall have the authority to issue citations for violations of this chapter which are made a misdemeanor or an infraction.

Sec. 13-56. Severability.

If any article, section, sentence, clause, or phrase of this chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this chapter. The board hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

ARTICLE V. SELF-HAULER REGULATIONS

Sec. 13-57. Self-haulers

- (1) Self-haulers shall source separate all recyclable materials and organic waste (materials that county otherwise requires generators to separate for collection in the county's organics and recycling collection program) generated on-site from solid waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2.
- (2) (b) Self-haulers shall haul their source separated recyclable materials and their source separated green container organic waste to a KWRA.
- (3) (c) Self-haulers that are commercial businesses (including multi-family residential dwellings) shall keep a record of the amount of organic waste delivered to each solid waste facility, operation, activity, or property that processes or recovers organic waste; this record shall be subject to inspection by the county. The records shall include the following information:
 - (a) Delivery receipts and weight tickets from the entity accepting the waste.
 - (b) The amount of material in cubic yards or tons transported by the generator to each entity.
- (4) Generators located in areas subject to low population waivers granted by CalRecycle, and haulers and self-haulers operating or located within exempt areas of the county, are not required to comply with the SB 1383 regulations for the duration of an exemption issued pursuant to 14 CCR Section 18984.12.

ARTICLE VI. EDIBLE FOOD RECOVERY

Sec. 13.58. Requirements for commercial edible food generators.

- (1) Tier one commercial edible food generators must comply with the requirements of this chapter commencing January 1, 2022, and tier two commercial edible food generators must comply commencing January 1, 2024.
- (2) Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facility operating at the large venue or large event to comply with the requirements of this Section, commencing January 1, 2024.
- (3) Commercial edible food generators shall comply with the following requirements:
 - (a) Arrange to recover the maximum amount of edible food that would otherwise be disposed.

- (b) Contract with, or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the Food recovery Organization for Food recovery.
- (c) Shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.
- (d) Allow the county's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
- (e) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - i. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - ii. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - iii. A record of the following information for each of those food recovery services or food recovery organizations:
 - a. The name, address and contact information of the Food recovery service or food recovery organization.
 - b. The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.
 - c. The established frequency that food will be collected or self-hauled.
 - d. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.
- (f) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added

Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

Sec. 13.59. Requirements for food recovery organizations and other jurisdictions.

- (1) Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (a) The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
 - (b) The quantity in pounds of edible food collected from each commercial edible food generator per month.
 - (c) The quantity in pounds of edible food transported to each Food recovery Organization per month.
 - (d) The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for Food recovery.

- (2) Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (a) The name, address, and contact information for each commercial edible food generator from which the organization receives edible food.
 - (b) The quantity in pounds of edible food received from each commercial edible food generator per month.
 - (c) The name, address, and contact information for each Food recovery Service that the organization receives edible food from for Food recovery.
 - (d) Food recovery organizations and food recovery services that have their primary address physically located in the county and contract with or have written agreements with one or more commercial edible food generators pursuant to 14 CCR Section 18991.3(b) shall report to the county the total pounds of edible food recovered in the previous calendar year from the tier one and tier two commercial edible food generators they have established a

contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 1 of each year.

(3) Food recovery Capacity Planning

(a) *Food recovery Services and Food Recovery Organizations.* In order to support edible food recovery capacity planning assessments or other studies conducted by the county or an entity specified under paragraph (2), food recovery services and food recovery organizations operating in the county shall provide information and consultation to the county, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the county and its commercial edible food generators. A food recovery service or food recovery organization contacted by the county shall respond to such request for information within 60 days.

(b) *Jurisdictions and Regional Agencies.* Cities, special districts that provide solid waste collection services, and regional agencies located within the county shall conduct edible food recovery capacity planning, in coordination with the county.

i. If the county identifies that new or expanded capacity to recover edible food is needed, then each jurisdiction within the county that lacks capacity shall:

a. Submit an implementation schedule to CalRecycle and the county that demonstrates how it will ensure there is enough new or expanded capacity to recover the edible food currently disposed by commercial edible food generators within its county by the end of the reporting period set forth in 14 CCR Section 18992.3. The implementation schedule shall include the information specified in 14 CCR Section 18992.2(c)(1)(A).

b. Consult with food recovery organizations and food recovery services regarding existing or proposed new and expanded capacity that could be accessed by the county and its commercial edible food generators.

ii. If the county finds that new or expanded capacity is needed, the county shall notify the jurisdictions that lack sufficient capacity.

iii. Cities, special districts that provides solid waste collection services, or regional agencies contacted by the county pursuant to this Section shall respond to the county's request for information within 120 days of receiving the request from the county.

Sec. 13-60. Edible Food Recovery Investigation and Enforcement.

- (1) Upon the effectiveness of this section, and through December 31, 2023, county or its designee will conduct inspections and compliance reviews, depending upon the type of regulated entity, to determine compliance with this article. If the county determines that any tier one commercial edible food generator, food recovery organization, food recovery service, or other entity to which this section applies is not in compliance, county or designee shall provide educational materials to the entity describing its obligations under this section and a notice that compliance is required and that violations may be subject to civil penalties starting on January 1, 2024.
- (2) Beginning January 1, 2024, if the county determines that tier one or tier two commercial edible food generator, food recovery organization, food recovery service, or other entity to which this article applies is not in compliance with this article, it shall document the noncompliance or violation, issue a notice of violation, and take enforcement action as provided in this subsection. Nothing in this section precludes the county from using any other available method, including, without limitation, issuance of administrative citations in accordance with Chapter 1A of this Ordinance Code, for violations of this article.
- (3) County may extend any compliance deadline set forth in a notice of violation issued in accordance with this Section if satisfied there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including, without limitation, the following:
 - (a) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural `disasters;
 - (b) Delays in obtaining discretionary permits or other government agency approvals; or
 - (c) Deficiencies in edible food recovery capacity and the county is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
- (4) The county may use any available method authorized in the Ordinance Code, state law, or federal law to enforce the provisions of this article.