

**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 27, 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](mailto: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=m2a8c72013c19c32e19729b2e0a0d320d>

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

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

<https://youtu.be/3Gig-J4PbF8>

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](mailto: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 Arthur Fox – New Hope Orthodox Presbyterian 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 20, 2022.
  - B. Approval of the minutes from the regular meeting for September 20, 2022.
- IV. CONSENT CALENDAR**
- A. Agriculture Department:**
    - 1. Consider approving a Memorandum of Understanding with Tulare County for the joint Pesticide Disposal Event on October 5 - 7, 2022.
  - B. Behavioral Health Department:**
    - 1. Consider approving the Agreement with Evalcorp for Fiscal Year 2022-2023 to complete the Mental Health Services Act Three Year Program and Expenditure Plan, and the Annual Update for Fiscal Year 2022-2023 retroactively effective from July 1, 2022, though June 30, 2024.
    - 2. Consider approving the Agreement with Mental Health Systems, Incorporated for Assertive Community Treatment Full Service Partnership services retroactively effective from June 1, 2022 through June 30, 2023.
  - C. County Counsel Department:**
    - 1. Consider appointing Beau Howard and reappointing Michael Boyett, Jimmy George, Carlo Wilcox, and Joe Faulkner as Trustees of the Cross Creek Flood Control District.
  - D. Job Training Office:**
    - 1. Consider approving the documents to close out the Workforce Innovation and Opportunity Act Subgrants AA011010 and AA111010.
  - E. Public Works Department:**
    - 1. a. Consider approving the Final Map for Tract 931 Phase One - Jackson Ranch;  
b. Authorize the Clerk of the Board to sign the map.
- V. REGULAR AGENDA ITEMS**
- A. Human Resources Department – Carolyn Leist**
    - 1. Consider approving the Lactation Accommodation Policy.
  - B. Public Works Department – Dominic Tyburski/Mel Laningham/Rhonda Mann**
    - 1. Consider authorizing the Purchasing Manager to approve the Purchase Orders for 16 vehicles using Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium.
    - 2. a. Consider authorizing the financing of a Pruning Tower through Community Leasing Partners;  
b. Authorize the Purchasing Manager to sign the Purchase Order.
  - C. Administration – Edward Hill/Matthew Boyett**
    - 1. 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.
  - D. 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.



**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**

- ◆ **Personnel Matter: [Govt Code Section 54957]**  
**Public Employee Appointment: Job Training Office Director**
- ◆ **Litigation initiated formally: Title:**  
Waagle 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, October 4, 2022 at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

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
October 18	9:00 AM	Regular Meeting

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



**Board Members**

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



**Staff**

Kyria Martinez, Asst County Admin. Officer  
Diane Freeman, County Counsel  
Catherine Venturella, Clerk of the Board

**Board of Supervisors  
Regular Meeting Action Summary**

**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](mailto:bosquestions@co.kings.ca.us) ❖ website: <https://www.countyofkings.com>

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- I. 9:00 AM **CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
INVOCATION – Pastor Chad Fagundes – Koinonia Church  
PLEDGE OF ALLEGIANCE  
MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, CRAIG PEDERSEN, RICHARD FAGUNDES  
MEMBERS ABSENT: DOUG VERBOON



**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.*

**Josh Cunningham, Kings County Assistant Fire Chief stated that only one Kings County Fire Personnel is out on fires and will be home soon, bringing all personnel back to Kings County. He stated the Kings County Fire Personnel escorted Crystal Hernandez to Colorado Springs, Colorado for the International Association of Fire Fighters, Fallen Fire Fighter memorial for Keith Hernandez who passed away in 2019, due the pandemic has been postponed for two years and a total of 469 names were added to the memorial who have fallen in the line of duty in 2019 and 2020. He shared photos from the event and stated that Crystal Hernandez thanks the Board for allowing staff to escort her to the memorial for her husband.**

**Lisa Lewis, Kings County Behavioral Health Director stated that the Board approved a new position for a flexibly allocated Clinical Manager for the Secure Youth Treatment facility in the Probation Department and Stephanie Bealer took the position which opened a Clinical Manager for the Adult System of Care in the Behavioral Health Department.**

**Katie Arnst, Deputy Director Behavioral Health Department introduced Polo Ortiz, who was previously from Tulare County to the Board. Polo Ortiz thanked the Board for the opportunity to work in Kings County.**

**Lance Lippincott, Economic Development Director/Job Training Office stated that the \$6 million dollars the Board approved for small business grant application period has launched and there have been 340 applications received, approximately 5-10 a day, 200 in the first four hours, there is a 60% denial rate with letters being sent to applicants to correct some of the application information to qualify and he stated that there is still money available and for small business owners in Kings County to go to their website at <https://www.countyofkings.com/departments/general-services/jto-edc> or by email [info.KingsJTO@co.kings.ca.us](mailto:info.KingsJTO@co.kings.ca.us).**

**Chuck Kinney, Community Development Agency Director and Executive Officer of Kings County Local Agency Formation Commission stated that on September 16, 2022 seven county islands were annexed into the City of Hanford, and the final island will be annexed when the City of Hanford updates their General Plan. He showed a map with the annexations highlighted.**

**Natalie Rencher, Kings County Librarian stated the new mobile library vehicle will be on site on September 21, 2022 and staff will be trained on driving the vehicle and other protocols and the hopes are to roll out late October or early November with more information to follow as the date gets closer. She stated that Kings County has been awarded over \$13 million in infrastructure grants with \$6 million for Hanford Branch Library and \$7 million for Lemoore Branch Library.**

**III. APPROVAL OF MINUTES**

**A. Report out of Closed Session from the regular meeting for September 13, 2022.**

**REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session today.**

**B. Approval of the minutes from the regular meeting for September 13, 2022.**

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



**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.  
**[AGMT 22-160]**
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.  
**[AGMT 22-161 and AGMT 22-162]**

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

**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. **[AGMT 22-163]**  
b. Adopt the budget change. **(4/5 vote required)**

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

**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. **[AGMT 22-164]**

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

**C. Public Works Department – Dominic Tyburski/Mitchel Cabrera**

1. Consider approving the Tract 931 Jackson Ranch Subdivision Improvement Agreement.  
**[AGMT 22-165]**

**ACTION: APPROVED AGREEMENT AS AMENDED (RV, CP, RF, DV-Aye, DV-Absent)**

2. Consider approving the Agreement letter with Jesus Andrade for a time extension for removal of trees encroaching in county right of way. **[AGMT 22-166]**

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

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. **[LEASE 216.7]**

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

**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.

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

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.

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



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. **[AGMt 22-167]**

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

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. **{ORDIN 705}**  
**THE ORDINANCE WILL BE BROUGHT BACK ON SEPTEMBER 27, 2022 FOR A 2<sup>ND</sup> FIRST READING WITH AMENDMENTS AS DISCUSSED.**

## **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).*

**Supervisor Pedersen stated that he attended the Rural County Representatives of California annual conference in Napa, California and discussed the opportunities to join the other 39 rural counties in the group.**

**Supervisor Valle thanked Corcoran State Prison SATF for the first donation for Operation Gobble in the amount of \$8,064.52 and he will start working on purchasing some turkeys early so there are enough for the event in November. He thanked Dominic Tyburski, Public Works Department Director for an overview of the traffic patterns for the intersection on Highway 41 where the fatal accident involving Kettleman City residents happened and will be reaching out to the families affected.**

**Supervisor Fagundes stated that he assisted cooking at the Kings Commission on Aging Seniors in the Park event.**

**Supervisor Neves stated that he attended the Kings County Association of Governments meeting, the CalViva meeting, cooked for Kings Commission on Aging Seniors in the Park event and thanked everyone who helped with the event, he stated that he presented the Kings Commission on Aging Council with their 50<sup>th</sup> Anniversary proclamation, announced for Lemoore Raceway and attended the Kings County Homelessness Committee meeting.**

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received a memo dated September 16, 2022 from the Kings County Local Agency Formation Commission regarding the annexation of 7 islands to the City of Hanford.**
- ◆ **Upcoming Events: Kyria Martinez stated 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 Auditorium, attendees will hear from advocates about Court Appointed Special Advocates 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 9:00 a.m. 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. There will be the KING & QUEEN OF CALIFORNIA & MICHE FESTIVAL on September 24, 2022 at the Lemoore Rec Center located at 721 W. Cinnamon Drive in Lemoore. Doors open at 11am. The King & Queen of California is the biggest singles cornhole tourney in Cali. Every year this tourney draws the best cornhole players from around the state. (There will be some of the best michelada vendors from around California. There will also be DJ's spinning, dancing, food trucks, full bar, craft & boutique**





vendors and more! Cornhole Tournament is \$80 PER PLAYER - POOL PLAY - 6 PLAYERS PER GROUP. General Event Admission Entry tickets are \$10 in advance and \$17 at the gate.) There will be a Kings County Public Safety event on Thursday, October 6, 2022 from 5:00 p.m. to 7:00 p.m. at the Kettleman City Park. This is a free family event for the Kettleman City Community to learn about the different services Kings County offers. There will be a free BBQ, free flu shots and much more. The Hanford Harvestfest will take place on October 15, 2022 from 2:00 p.m. to 9:00 p.m. at the Hanford Mall. The day will comprise of various activities for all ages. Many of them are free with purchase of an Access Pass. Access Passes will be available for purchase at the event as well, but some items are not guaranteed. They are only \$10 per person and will include free pony rides, face painting, scavenger hunt, discount at pumpkin patch, free kettle corn, vendor booth discounts, mall tenant discounts, and more! There will be a paint night at the Kings Art Center located at 605 N. Douty St., Hanford on October 19, 2022 at 5:00 p.m.. Tickets are \$30 per person and you can RSVP by October 13, 2022 through Eventbrite. Halloween Costumes are encouraged.

- ◆ Information on Future Agenda Items: Kyria Martinez stated that the following agenda items will be on a future agenda: Administration - Second first reading of ordinance for Senate Bill 1383 Organic Waste Recycling and Food Recovery; Agriculture Department - Memorandum of Understanding with Tulare County for Pesticide Disposal Event; Behavioral Health - Service Agreement with EvalCorp for completion of the County’s MHA Plan and annual update; and Agreement with Mental Health Systems, Inc. for assertive community treatment FSP services; County Counsel- Appointment of Trustees to the Cross Creek Flood Control District; Public Health - Novel Coronavirus 2019 County update; Human Resources - approval of the New County Policy 10-21 Lactation Accommodation; Job Training Office - closeout of workforce innovation and opportunity act subgrant AA011010 and AA111010. Public Works Department - approval of Fleet Vehicle Purchase Orders; purchases of Parks Pruning Tower.

**VII. CLOSED SESSION**

- ◆ **Workers Compensation: (1 Case) [Govt. Code Section 54956.95]**
- ◆ **Litigation initiated formally: Title:**  
Waggle v. County of Kings, et. al. 21C-0282  
~~[Govt. Code Section 54956.9 (d)(1)]~~ **ITEM WAS PULLED AND WILL BE BROUGHT BACK ON THE SEPTEMBER 27, 2022 AGENDA.**

**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

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# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 27, 2022

**SUBMITTED BY:** Agriculture Department – Jimmy Hook/Janet Eckles

**SUBJECT:** MEMORANDUM OF UNDERSTANDING BETWEEN TULARE COUNTY AND  
KINGS COUNTY FOR COOPERATION ON PESTICIDE DISPOSAL EVENT

**SUMMARY:**

**Overview:**

The Agricultural Commissioner-Sealer to partner with Tulare County Agricultural Commissioner in hosting an Agricultural Pesticide Collection and Disposal Event in the County of Tulare. This event will be held in October 2022.

**Recommendation:**

Approve a Memorandum of Understanding with Tulare County for the joint Pesticide Disposal Event on October 5-7, 2022.

**Fiscal Impact:**

Expenses of \$40,000 for this program are included in the adopted FY 22/23 budget in budget unit 260000, account 92002 (Ag Services and Supplies). Tulare County will be contributing \$110,000 from their budget.

**BACKGROUND:**

The Agricultural Commissioner's pesticide use enforcement division regulates the proper disposal of unusable, unwanted, or expired pesticides. Tulare County and Kings County are partnering together to host an agricultural pesticide collection disposal event in the County of Tulare. It is anticipated that we will safely dispose of over 80,000 pounds of hazardous materials from Kings County for the health and safety of the public and environment.

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

**BOARD ACTION :**

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

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

CATHERINE VENTURELLA, Clerk of the Board

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TULARE COUNTY  
AND  
KINGS COUNTY  
FOR COOPERATION ON PESTICIDE DISPOSAL EVENT**

**THIS MEMORANDUM OF UNDERSTANDING** is made by and between the Tulare County and Kings County, both political subdivisions of the State of California, for the purpose of delineating the procedures under which services will be provided to the public in both Counties for a pesticide disposal event, collaboratively held and funded by the parties, together (the “Counties”).

**IT IS MUTUALLY AGREED TO BETWEEN AND AMONG THE PARTIES THAT:**

1. The Counties shall partner together to host an Agricultural Pesticide Collection and Disposal Event in the County of Tulare at 4437 S. Laspina St, Tulare, CA on October 5<sup>th</sup> through October 7<sup>th</sup>, 2022, with drop off times from 8:00 AM to 3:30 PM each day.
2. The Counties shall use the following funds towards the performance of and completion of the pesticide disposal event:
  - a. \$100,000 received jointly from the California Agricultural Commissioners and Sealers Association (“CACASA”);
  - b. \$250,000 from the California Department of Pesticide Regulation (“DPR”), of which \$150,000 will be allocated to Tulare County and \$100,000 will be allocated to Kings County; and
  - c. Upon exhaustion of said funds, up to \$110,000 from Tulare County’s general fund and \$40,000 from Kings County’s general fund contingent on approval from each County’s Board of Supervisors.
3. Tulare County shall enter into a services agreement with Clean Harbors Environmental Services, Inc., to perform the pesticide disposal event services. The services agreement with Clean Harbors Environmental Services, Inc. shall be incorporated into this Memorandum of Understanding as **Exhibit A**.
4. Tulare County shall contact local growers and arrange for an organized delivery or pick-up of pesticide materials to be disposed of at the pesticide disposal event.
5. Kings County shall contact local growers and arrange for an organized delivery or pick-

up of pesticide materials to be disposed of at the pesticide disposal event.

6. Both Counties shall work with local media and publications in order to publicize the event, as well as posting on appropriate social media pages in order to maximize the amount of inert or unused pesticides to be disposed of.
7. The Counties shall each appoint a contact person for the pesticide disposal event to communicate with Clean Harbors Environmental Services, Inc. as well as the representative of the other County and coordinate the pesticide disposal event.
8. The Counties shall make best efforts to fully fund the pesticide disposal event with funds provided by CACASA, and program budgets if necessary.
9. Tulare County shall lead site coordination as the pesticide disposal event will take place within Tulare County's jurisdiction.
10. Amendments or modifications to the terms of this Memorandum of Understanding must be made in writing and approved by all parties hereto.
11. The Counties may sign this memorandum of understanding in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this memorandum delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy.

**IT IS SO AGREED:**

**Tulare County**

\_\_\_\_\_  
**Edwardo Valero**  
**Chair, Board of Supervisors**

Date: \_\_\_\_\_

**Kings County**

\_\_\_\_\_  
**Chair, Board of Supervisors**

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 27, 2022

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

**SUBJECT:** SERVICE AGREEMENT WITH EVALCORP FOR COMPLETION OF THE COUNTY’S MENTAL HEALTH SERVICES ACT PLANS AND REPORTS

**SUMMARY:**

**Overview:**

Kings County Behavioral Health is seeking approval of the renewal agreement with Evalcorp for completion of the Kings County Mental Health Services Act plans and reports for Fiscal Year (FY) 2021-2026.

**Recommendation:**

Approve the agreement with Evalcorp for Fiscal Year 2022-2023 to complete the Mental Health Services Act Three Year Program and Expenditure Plan, and the Annual Update for Fiscal Year 2022-2023 retroactively from July 1, 2022, though June 30, 2024.

**Fiscal Impact:**

The contract amount for FY 2022-2023 is \$189,335 and was included in the Adopted Budget for FY 2022-2023 in Budget Unit 422200 MHSA (Mental Health Services Act) and \$160,775 will be added to the FY 2023-2024 budget in Budget Unit 422200 MHSA.

**BACKGROUND:**

This renewal contract is to continue working with EvalCorp to ensure quality and measurable outcomes of the Three-Year Program and Expenditures Plan for 2023-2026, Mental Health Service Act (MHSA), MHSA Annual Updates FY 21/22 and FY 22/23, Innovation Evaluation FY 21/22 and FY 22/23, Prevention and Early Intervention Annual Report for FY 21/22 and FY 22/23. These reports are required by the Department of Health Care Services (DHCS) and Mental Health Services Oversight and Accountability Commission (MHSOAC).

(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**

### **SERVICE AGREEMENT WITH EVALCORP FOR COMPLETION OF THE COUNTY'S MENTAL HEALTH SERVICES ACT PLANS AND REPORTS**

**September 27, 2022**

**Page 2 of 2**

The MHSOAC and the DHCS requires that each MHSA plan include a robust and intensive community stakeholder process, which seeks input from the community at large as well as several specific stakeholders. This process allows for the fair assessment of programs and assists the County in developing its plans for what programs to provide, what new services, if any, are needed, and how to best meet the needs of the community.

This agreement is retroactive due to the increased volume of contracts Behavioral Health is managing, administrative delays in processing and staffing shortages within the Contracts unit.

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



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

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2022, by and between the County of Kings, a political subdivision of the State of California (“County”) and Evalcorp, a California corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

**R E C I T A L S**

WHEREAS, the County requires consulting services to conduct evaluation of programs and drafting a Three-Year Program and Expenditure Plan for the County’s Behavioral Department (“KCBH”); and

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

NOW, THEREFORE, the Parties agree as follows:

**1. SCOPE OF SERVICES**

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

**2. RESPONSIBILITIES OF CONTRACTOR**

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

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

**3. COMPENSATION**

County shall pay Contractor in accordance with the Compensation and Fees section of the SOW, attached **Exhibit A**. Contractor is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit A**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

#### **4. TERM**

This Agreement commences on July 1, 2022, and terminates on June 30, 2024, unless otherwise terminated in accordance with its terms. This Agreement is retroactive from July 1, 2022.

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

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

#### **6. AMENDMENTS**

This Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

Any proposed increase in a single line item up to ten percent (10%) of the original line item must be approved by the Director of the Human Services Agency, or their designee. Any such Director approved modification shall not exceed the amount set forth in Section 3.

## 7. TERMINATION

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

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

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

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

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

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

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

C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

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

## **8. INSURANCE**

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. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to commencing work under this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. 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.

E. 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 (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. 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.

## **9. INDEMNIFICATION**

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

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types

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

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

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

## **10. INDEPENDENT CONTRACTOR**

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

## **11. COMPLIANCE WITH LAW**

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

Contractor shall execute and comply with the Certifications and Assurances attached as **Exhibit B**.

## **12. CONFIDENTIALITY**

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third-party's request to disclose Confidential Information, Contractor shall promptly

submit said request to County.

**13. CONFLICT OF INTEREST**

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

**14. NONDISCRIMINATION**

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

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

**15. SUBCONTRACTORS**

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

**16. ASSIGNMENT**

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

**17. UNFORESEEN CIRCUMSTANCES**

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

**18. OWNERSHIP OF DOCUMENTS**

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

**19. NOTICE**

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

<b>County</b>	<b>Contractor</b>
Kings County Behavioral Health 460 Kings County Drive, Ste. 101 Hanford, CA 93230	Kristen Donovan, President & Principal Consultant Evalcorp 15615 Alton Parkway, Suite 450 Irvin, CA 92618

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

**20. CHOICE OF LAW**

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

**21. SEVERABILITY**

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

././



**22. SURVIVAL**

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

**23. NO THIRD-PARTY BENEFICIARIES**

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

**24. ELECTRONIC SIGNATURES; COUNTERPARTS**

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

The Parties may execute this Agreement in two (2) or more counterparts that together constitute one (1) Agreement.

**25. AUTHORITY**

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

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**SIGNATURES ARE ON FOLLOWING PAGE**

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

COUNTY OF KINGS

EVALCORP

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

By: Kristen Donovan  
C46CD5E402924A64F7368084925584C2 readysign  
Kristen Donovan 09/06/2022  
President & Principal Consultant

ATTEST

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

RISK MANAGEMENT APPROVED AS TO  
INSURANCE

By: Sarah Poots  
Sarah Poots, Risk Manager

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By: Cindy Crose Kliever  
40EEBBA437D223D6ED0E56156269F917 readysign 08/30/2022  
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work and Compensation and Fees
- Exhibit B:** Certifications and Assurances

**Exhibit A**  
**KINGS COUNTY BEHAVIORAL HEALTH**  
**Mental Health Services Act (MHSA)**  
**Three-Year Program and Expenditure Plan 2023-2026**  
**MHSA Annual Updates FY 21/22 and FY 22/23**  
**MOST Evaluation FY 21/22 and 22/23**  
**Prevention and Early Intervention Annual Report FY 21/22 and**  
**22/23**



*Prepared for*  
Kings County Purchasing Department  
Attn: John Devlin, Chief Information Officer  
1400 W. Lacey Blvd., Building 6  
Hanford, CA 93230



*Submitted by*  
Dr. Kristen Donovan, President and Principal Consultant  
15615 Alton Parkway, Suite 450, Irvine, CA 92618  
Direct: 949.433.4103; Email: [kdonovan@evalcorp.com](mailto:kdonovan@evalcorp.com)

## Proposed Scope of Work: EVALCORP

Objective A: Three Year Plan & Annual Update

Objective B: MOST Innovation Evaluation

Objective C: Prevention and Early Intervention Evaluation

Key activities, deliverables and timeline related to each of the proposed services are outlined in the table below. The proposed timeline is consistent with the anticipated duration of each activity based on our experiences working on similar projects. The activities outlined below are not mutually exclusive or linear; thus, work across the various tasks will occur simultaneously. Additionally, it is understood that all data collection activities are expected to be conducted on an ongoing basis. We are accustomed to working within dynamic county agency environments, and anticipate that milestone dates/timeline may be adjusted after meeting with Kings County Behavioral Health. A start date of July 1, 2022 was utilized for the planned phases and tasks outlined for the project.

### SCOPE OF SERVICES, DELIVERABLES, & MILESTONE DATES

Key Activities	Deliverables	Estimated Duration of Task Phase & Milestone Dates
<b>Objective A</b>		
<b>Task 1: Project Launch</b>		
Project launch and initial meeting with Kings County Behavioral Health (KCBH) Staff		August, 2022/23
Discuss stakeholder involvement, data collection tool development, planned analyses, community engagement, planned timeframes and key needs for information with county staff for the Annual Update		August, 2022/23
Develop final project/task timeline	Finalized Project/ Task Timeline	Finalized Project/Task Timeline: August, 2022/23
<b>Task 2: Community Needs Assessment</b>		
Work with Kings County Behavioral Health staff and CPP stakeholders to develop data collection plans (will include key stakeholder interviews, provider survey, and focus groups with community members)	Data Collection & Community Engagement Plan	September, 2022/23
	Interview Protocols	September, 2022/23

<p>Revise interview protocols for use with key stakeholders for both the 3-Year Plan and Annual Update</p> <p>Schedule and conduct interviews with 18-25 identified key stakeholders (10-15 for 3-Year Plan and 8-10 for Annual Update)</p> <p>Revise Community Member Survey based on feedback to be distributed Countywide</p> <p>Translate survey instrument into Spanish</p> <p>Revise focus group protocol(s) for use with community members (i.e., veterans, adults and seniors with severe mental illness, families of individuals with severe mental illness and other underserved populations in the community)</p> <p>Translate focus group protocol(s) into additional identified languages as needed</p> <p>Schedule 12-15 focus groups and coordinate logistics (including provision of incentives) with Kings County Behavioral Health (8-10 for 3-Year Plan and 4-5 for the Annual Update)</p> <p>Conduct focus groups - Provide for Spanish/other facilitation as needed</p> <p>Summarize findings for the 3-Year Plan (FY 22/23) and Annual Update (FYs 22/23 and 23/24)</p>	<p>Community Member Survey</p> <p>Focus Group Protocol</p> <p>Analysis of all collected data</p>	<p>September, 2022/23</p> <p>September, 2022/23</p> <p>October-November, 2022/23</p> <p>Summary of Findings complete in March, 2023/34</p>
<p><b>Task 3: MHSA Community Learning Summit</b></p>		
<p>Collaborate with Kings County Behavioral Health staff and CPP stakeholders to organize and execute a Community Learning Summit to share back findings from the community needs assessment and planning process</p>	<p>Community Learning Summit</p>	<p>Duration: 1 month</p> <p>Community Learning Summit to be hosted no later than May 31, 2023/24</p>
<p><b>Task 4: MHSA 3-Year Plan Development</b></p>		
<p>Ongoing Plan development including county demographics; project descriptions and projections for PEI, CSS, and INN report sections; inclusion of CPP</p>	<p>Complete draft of Three-Year Program and Expenditure Plan</p>	<p>Duration: 6 months</p>

engagement and community needs assessment findings; etc.		Completed Three-Year Program and Expenditure Plan: April 2023
<b>Task 5: FY 22/23 and 23/24 Annual Update Development</b>		
Annual Update development including county demographics; project descriptions for PEI, CSS, and INN report sections; inclusion of CPP engagement and community needs assessment findings; etc.	Complete draft of Annual Update	March, 2023/24
Revise Annual Update based on feedback	Annual Update for Public Review	Annual Update for Public Review: April, 2023/24
Release complete draft of Annual Update for public review and comment		Release Annual Update to public review: April, 2023/24
Create BOS Presentation and host public hearing		Public Hearing: May, 2023/24
Finalize Annual Update	Final Annual Update for submission to BOS	Final Annual Update for submission to BOS: June 2023/24
Attend BOS meeting for approval of Annual Update		BOS Meeting: May, 2023/24
Provide additional technical assistance to Kings County staff as needed	Submission of final Three-Year Program and Expenditure Plan and Annual Update to the Department of Health Care Services and the Mental Health Oversight & Accountability Commission: 6/30 or sooner	June, 2023/24
<b>Task 6: Public Review/Forum</b>		
Release complete draft of MHSA Three-Year Program and Expenditure Plan and Annual Update for public review and comment		Release Three-Year Program and Expenditure Plan and Annual Update to public review: 4/27
Host Annual Update Public Hearings		May, 2023/24

Host Three-Year Program and Expenditure Plan Public Hearing		May 2023
<b>Task 8: MHSA 3-Year Final Plan and Annual Update</b>		
Revise Three-Year Program and Expenditure Plan based on feedback	Final Three-Year Program and Expenditure Plan	Final Three-Year Program and Expenditure Plan: June 2023
Revise Annual Update based on feedback	Final Annual Update	Final Annual Update: June 2023/24
Provide additional technical assistance to Kings County staff as needed		Submission of final Three-Year Program and Expenditure Plan and Annual Update to the Department of Health Care Services and the Mental Health Oversight & Accountability Commission: June 2023/24
<b>Objective B: MOST – Year 4 Evaluation</b>		
<b>Task 1. Kickoff and Initial Planning</b>		
Solidify the Project/Task timeline once the project has started.	Initial Meeting Agenda	August, 2022/23
Coordinate meeting schedule with Behavioral Health Department personnel	Meeting Schedule	August, 2022/23
Request and obtain any relevant program materials to help inform the evaluation processes	Finalized Project/Task Timeline	September, 2022/23
<b>Task 2. Tool Development</b>		
Incorporate staff feedback to make revisions to three survey tools: <ol style="list-style-type: none"> <li>1. Baseline Survey</li> <li>2. Follow Up Survey</li> <li>3. Family Survey</li> </ol>	Baseline Survey, Follow Up Survey, and Family Survey	September, 2022/23
Translate surveys into Spanish as needed		
Create and maintain data entry shells for surveys, as needed		September, 2022/23
Incorporate staff feedback to make revisions to two interview protocols: <ol style="list-style-type: none"> <li>1. Partner Agency KSI Protocol</li> </ol>	Agency KSI Protocol and Staff KSI Protocol	September, 2022/23

2. MOST Staff KSI Protocol		
Incorporate staff feedback to make revisions to Beneficiary Focus Group Protocol	Beneficiary Focus Group Protocol	September, 2022/23
Incorporate staff feedback to make revisions to the MOST tracking log	MOST Tracking Log	September, 2022/23
Task 3. Data Collection		
Make surveys available in both online and hard copy formats, as requested by the client	Hardcopy surveys and links to online surveys	October, 2022/23
Report to client survey inventory on a monthly basis via dashboard of results	Survey Tracking Dashboards	October, 2022/23
Work with KCBH to schedule and conduct virtual partner agency and staff KSIs	KSI Scheduling Tracker	December, 2022/23
Work with KCBH to schedule and conduct an in-person Beneficiary Focus Group	Date of FG	December, 2022/23
Task 4. Data Analysis and Report Development		
Clean and verify all incoming data from sources listed above		
Conduct all quantitative and qualitative analyses of each survey, all interviews, and the beneficiary focus groups.	Data Analysis Plans	October, 2022/23
Prepare cumulative (years 1-4) report for submission to MHSOAC	Final MOST Report	March, 2023/24
Objective C: PEI		
Task 1. Kickoff and Initial Planning		
Solidify the Project/Task timeline once the project has started.	Initial Meeting Agenda	August, 2022/23
Coordinate meeting with VCBH	Meeting Schedule	August, 2022/23
Request and obtain any relevant PEI program materials to help inform the evaluation processes	Finalized Project/Task Timeline	September, 2022/23
Review of all pertinent MHSA PEI documentation and reports, including existing Plans, Scopes of Work/Exhibit		



<p>A/Contract (by funded Provider) and all other relevant materials</p> <p>Facilitate 1-2 meetings with each Provider to build common understanding of and appreciate for evaluation and data collection and to inform evaluation design moving forward</p>		
<p><b>Task 2. Tool Development</b></p>		
<p>Obtain copies of any/all data collection tools currently in use by County and Providers for process/outcome measurement or demographic data collection</p> <p>Develop data collection tools needed for process/outcome measurement, demographic data collection, and referral documentation for each program type, as needed.</p> <p>Translate outcome and demographic data collection tools into Spanish as needed</p> <p>Create and provide data entry shells to program staff for surveys and demographic tools, as needed</p> <p>CONTRACTOR will create Administration Guidelines for all data collection tools</p>	<p>Outcome surveys by program type Quarterly report forms for each program Demographic questionnaire Referral forms</p> <p>Administration Guidelines for all tools</p>	<p>September, 2022/23</p> <p>September, 2022/23</p> <p>September, 2022/23</p> <p>October, 2022/23</p>
<p><b>Task 3. Data Collection</b></p>		
<p>Make outcome surveys and demographic forms available in both online and hard copy formats, as requested by the client</p> <p>Report to client a data inventory for all programs on a quarterly basis via visual data displays of process, outcome, demographic and referral data</p>	<p>Hardcopy surveys and links to online surveys</p> <p>Survey Tracking Displays</p>	<p>October, 2022/23</p> <p>Quarterly Updates</p>
<p><b>Task 4. Data Analysis and Report Development</b></p>		
<p>Clean and verify all incoming data from sources listed above</p>	<p>Data Analysis Plans</p>	<p>October, 2022/23</p>

<p>CONTRACTOR shall conduct analyses and aggregation of available program-level data.</p> <p>CONTRACTOR shall create data tables, graphs, and charts of program-level data for all PEI funded programs to be included in the annual PEI Evaluation Reports.</p> <p>CONTRACTOR shall provide recommendations based upon analysis of available data to assess effectiveness and impact of PEI programs to inform decision making of MCBH staff related to resource allocation for PEI funded programs and strategies.</p> <p>Prepare 21/22 and 22/23 Annual PEI Evaluation Reports</p>	<p>Report section for each PEI funded program</p> <p>Meeting minutes</p> <p>PEI Evaluation Reports</p>	<p>December 2022/23</p> <p>June 2023/24</p> <p>February 2023/24</p>
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## Compensation and Fees

The following shall not to exceed cost/budget and it is inclusive all proposed costs for completion of the project.

Line Item	Rate	Hours Year 1	Year 1 Sub-total	Hours Year 2	Year 2 Sub-total	Total
<b>Direct Costs - Personnel</b>						
Project Director – Dr. Kristen Donovan	\$115.00	120	\$13,800	80	\$9,200	
Project Manager – Dr. Dustin Anderson	\$90.00	769	\$69,210	690	\$62,100	
Research Associate – Tara Parnitvithikul, M.A.	\$75.00	655	\$49,125	556	\$41,700	
Research Assistants – Breen Li, M.A.	\$65.00	880	\$57,200	735	\$47,775	
<i>Sub-totals of personnel costs</i>			\$189,335		\$160,775	\$350,110
<b>TOTAL BUDGET</b>						<b>\$350,110</b>

## Exhibit B

### ASSURANCES AND CERTIFICATIONS

Contractor agrees that programs and services receiving financial assistance from and through the Department of Health Care Services (“DHCS”) or KCBH will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

1. A working transition plan for services to persons with disabilities exists and is in use as defined in Title 9, Section 10800, *et seq.* of the California Code of Regulations.
2. All products, reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement becomes the property of the State. The State reserves the right to authorize others to use or reproduce such materials.
3. All announcements of events, such as public meetings, hearings, or training courses, shall include a statement of advance notice for accommodations for any disabled, deaf, or hearing impaired individual.
4. Limited English Proficiency (“LEP”) - Contractor will take reasonable steps to ensure meaningful access to its programs, services, and information on the services the Contractor provides, free of charge. Additionally, the Contractor certifies that it has established and implemented as required by DHCS, policies and procedures for language assistance services that provide LEP persons with meaningful access, *i.e.* oral interpretation services, bilingual staff, telephone interpreter lines, written language services, community volunteers, etc.
5. Sexual contact shall be prohibited between participants/clients and the treatment/recovery program staff, including members to the Board of Directors. Service Providers shall include this policy prohibition as part of an overall clients’ rights statement given to the client at admission and shall include a statement in each employee personnel file that notes that the employee has read and understood the sexual contact prohibition. This policy shall remain in effect for six (6) months after a client is discharged from treatment services.

Contractor further agrees to establish a complaint policy and procedure, which provides the following:

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government Code, or Title 9, Section 10800, *et seq.* of the California Code of Regulations may

individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

2. A statement advising individuals that complaints may be filed with the County or the U.S. Department of Health and Human Services' Office for Civil Rights ("OCR").
3. A statement advising individuals that in cases where the complaint is filed initially with the OCR, the OCR may elect to investigate the complaint or request that the Civil Rights Officer for the County conduct the investigation.
4. Within the time limits procedurally imposed, the complainant shall be advised in writing as to the findings regarding the alleged complaint. In the same written notice, the complainant shall be advised that if he/she is not satisfied with the decision, an appeal may be filed with the U.S. Department of Health and Human Services' Office for Civil Rights.
5. Maintenance of records regarding:
  - (a) number of complaints filed;
  - (b) the nature of the complaint;
  - (c) the validity of the complaint; and
  - (d) corrective action taken.

Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule" promulgated by the U.S. Department Health and Human Services at Title 45 of the Code of Federal Regulations, sections 160 through 164. Nothing in this paragraph shall preclude the parties from subsequently entering into a Business Associate Agreement if required by the Privacy Rule.

#### Drug-Free Workplace under Government Code Section 8355

Contractor agrees that all program contractors of services receiving funds from and through the DHCS will provide an alcohol/drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person or organization's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug abuse violations.
  
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. (Govt. Code § 8350 et seq.)





# 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 27, 2022

**SUBMITTED BY:** Behavioral Health Department – Lisa Lewis/Katie Arnst

**SUBJECT:** AGREEMENT WITH MENTAL HEALTH SYSTEMS, INCORPORATED FOR ASSERTIVE COMMUNITY TREATMENT FULL SERVICE PARTNERSHIP SERVICES

**SUMMARY:**

**Overview:**

Kings County Behavioral Health (KCBH) is seeking approval of the renewal agreement with Mental Health Systems, Incorporated (MHS) for Assertive Community Treatment (ACT) Full-Service Partnership (FSP) services for Fiscal Year (FY) 2022-2023.

**Recommendation:**

Approve the Agreement with Mental Health Systems, Incorporated for Assertive Community Treatment Full Service Partnership services retroactively from June 1, 2022 through June 30, 2023.

**Fiscal Impact:**

The agreement amount for FY 2022-2023 is \$1,200,000. Expenses under this agreement and sufficient revenue for expenses were included in the Department’s FY 2022-2023 Approved Budget in Budget Unit 422200 MHSA (Mental Health Services Act).

**BACKGROUND:**

Assertive Community Treatment (ACT) is an internationally recognized, evidence-based treatment model that is for people experiencing severe mental illness who are most at-risk of psychiatric crisis, hospitalization and potential involvement with the criminal justice system. ACT provides integrated intensive outpatient care for adults. Services are time unlimited and available to participants 24 hours a day. Treatment is community based and includes individual and group therapy, peer supports, case management, medication support, employment training, education support, community living skills, housing services, crisis intervention, and family education.

(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 MENTAL HEALTH SYSTEMS, INCORPORATED FOR ASSERTIVE COMMUNITY TREATMENT FULL SERVICE PARTNERSHIP SERVICES**

**September 27, 2022**

**Page 2 of 2**

Kings County has contracted with Mental Health Systems (MHS) since Fiscal Year 2018/2019 for the provision of FSP ACT. ACT is the highest level of outpatient care that is offered to Medi-Cal beneficiaries, and is paid for by the Mental Health Services Act, as a Community Services and Supports, Full Service Partnership (FSP) program.

Through this agreement, MHS will provide ACT FSP services for up to 50 people at any time, aged 18 and above. In Fiscal Year 2021/2022 27 people were supported in locating housing through the FSP ACT program, and 69 people participated in ACT FSP services.

This agreement is retroactive due to increased volume of contracts Behavioral Health is managing, administrative delays in processing and staffing shortages within the departments' contract division.

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



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

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2022, by and between the County of Kings, a political subdivision of the State of California (“County”) and Mental Health Systems, Inc., a California non-profit corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

**RECITALS**

WHEREAS, the County requires Assertive Community Treatment (“ACT”) program services to eligible beneficiaries of the County’s Behavioral Health Department (“KCBH”); and

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

NOW, THEREFORE, the Parties agree as follows:

**1. SCOPE OF SERVICES**

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

**2. RESPONSIBILITIES OF CONTRACTOR**

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

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

**3. COMPENSATION**

County shall pay Contractor in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

#### **4. TERM**

This Agreement commences on the July 1, 2022, and terminates on June 30, 2023, unless otherwise terminated in accordance with its terms. This Agreement has retroactive application from July 1, 2022.

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

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

#### **6. AMENDMENTS**

This Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

Any proposed increase in a single line item up to **ten percent (10%)** of the original line item must be approved by the Director of the Behavioral Health Department, or their designee. Any such Director approved modification shall not exceed the amount set forth in Section 3.

## 7. TERMINATION

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

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

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

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

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

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

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

C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

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

## 8. INSURANCE

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. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. 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.

E. 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 (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. 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.

## 9. INDEMNIFICATION

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

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types

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

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

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

#### **10. INDEPENDENT CONTRACTOR**

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

#### **11. COMPLIANCE WITH LAW**

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

If Contractor will provide services subject to HIPAA: Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act ("HIPAA") and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit C**.

Contractor shall execute and comply with the Certifications and Assurances attached as **Exhibit D**.

**12. CONFIDENTIALITY**

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third-party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

**13. CONFLICT OF INTEREST**

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

**14. NONDISCRIMINATION**

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

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

**15. SUBCONTRACTORS**

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

**16. ASSIGNMENT**

Contractor shall not assign this Agreement without first obtaining the written consent of the County, subject to any required state or federal approval. Assignment by Contractor of any monies due does not constitute an assignment of this Agreement. Except as otherwise stated in this Agreement, this Agreement, and the rights and obligations of the Parties will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executor, administrators, and legal representatives.

**17. UNFORESEEN CIRCUMSTANCES**

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

**18. OWNERSHIP OF DOCUMENTS**

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

**19. NOTICE**

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

**County**

Kings County Behavioral Health  
460 Kings County Dr., Ste. 401  
Hanford, CA 93230

**Contractor**

Rohina Frazil, LCSW, Vice President  
Mental Health Systems, Inc.  
9465 Farnham St.  
San Diego, CA 92123

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

**20. CHOICE OF LAW**

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

///



**21. SEVERABILITY**

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

**22. SURVIVAL**

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

**23. NO THIRD-PARTY BENEFICIARIES**

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

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

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

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

**25. ELECTRONIC SIGNATURES; COUNTERPARTS**

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

The Parties may execute this Agreement in two (2) or more counterparts that together constitute one (1) Agreement.

**26. AUTHORITY**

Each signatory to this Agreement represents it is authorized to enter into this

Agreement and bind the Party that 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

MENTAL HEALTH SYSTEMS, INC.

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

By: James C. Callaghan, Jr.  
EB70F80190EE45B10889407D5CACCED5 reodysign  
James C. Callaghan Jr., CEO

ATTEST

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

RISK MANAGEMENT APPROVED AS TO  
INSURANCE

By: Sarah Poots  
Sarah Poots, Risk Manager

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By: Lindy Cruse Kliever  
40EEBBA457D223D6ED0E56156269F917 reodysign  
Cindy Cruse Kliever, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Compensation/Fees
- Exhibit C:** HIPPA Business Associate Agreement
- Exhibit D:** Assurance and Certifications

## **Exhibit A**

### **SCOPE OF WORK**

July 1, 2022 – June 30, 2023

Contractor shall provide an Assertive Community Treatment (ACT) Program for up to fifty (50) adults and older adults, ages eighteen (18) and over, with serious mental illness (SMI) or co-occurring substance use disorders (COD). The program will be identified as “Kings County ACT” and is funded by Kings County’s Mental Health Services Act-Full Service Partnership allocation. The individuals participating in the Kings County ACT will be identified as “Partners”. The Kings County ACT program shall employ the standards set for in the Substance Abuse and Mental Health Services Administration’s (SAMHSA) ACT Evidence Based Practice Kit (<https://store.samhsa.gov/product/Assertive-Community-Treatment-ACT-Evidence-Based-Practices-EBP-KIT/SMA08-4345>).

#### **Description of the ACT model**

ACT is an evidenced-based treatment model approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) that significantly broadens the concept of what services and supports individuals with the most severe forms of mental illness need to attain recovery and live independently in the community of the individual’s choice. ACT redefines how services and supports are organized and delivered to individuals with SMI or COD. The primary goal of ACT is recovery through community treatment and rehabilitation. ACT is characterized by:

- A team approach — Practitioners with various professional training and general life skills work closely together to blend their knowledge and skills.
- In vivo services — Services are delivered in the places and contexts where they are needed.
- A small caseload — An ACT Team typically consists of 10 to 12 staff members with small caseloads so as to maximize availability and the amount of services an individual can receive in a week.
- Time-unlimited services — A service is provided as long as needed, not according to pre-set timelines.
- A shared caseload — Practitioners do not have individual caseloads; rather the team as a whole is responsible for ensuring that individuals receive the services they need to live in the community and reach their personal goals.
- A flexible service delivery — The ACT Team shall meet daily to discuss how each individual is doing. Practitioners can quickly adjust their services to respond to changes in individuals’ needs.
- A fixed point of responsibility — Rather than sending individuals to various providers for services, the ACT Team provides the services that individuals need. If using another provider cannot be avoided (e.g., medical care), the ACT team makes certain that clients receive the services they need.
- 24/7 crisis availability — Services are available 24 hours a day, 7 days a week. However, team members often find that they can anticipate and avoid crises.

## Exhibit A

### A. Kings County ACT Criteria

a. Individuals 18 years of age and above with a diagnosis of a serious mental illness, defined by Welfare and Institution Code 5600.3(b) and must the following additional criteria based upon their age:

i. If 18 to 23 years of age, according to California Code of Regulations (CCR) 3620.05(b):

1. They are unserved or underserved and one or more of the following:

- a. Homeless or at risk of being homeless
- b. Aging out of the child and youth mental health system
- c. Aging out of the child welfare systems
- d. Aging out of the juvenile justice system
- e. Involved in the criminal justice system
- f. At risk of involuntary hospitalization or institutionalization
- g. Have experienced a first episode of serious mental illness

ii. If 24 to 59 years of age, according to CCR 3620.05(c) individual must meet one or more criteria in (1) or (2) below:

1. They are unserved and one of the following:

- a. Homeless or at serious risk of becoming homeless
- b. Involved in the criminal justice system
- c. Frequent users of the hospital and/or emergency room services as the primary resource for mental health treatment

2. They are underserved and at risk of one of the following:

- a. Homelessness
- b. Involvement in the criminal justice system
- c. Institutionalization

iii. If 60 years of age and above, according to CCR 3620.05(d) individual must meet one or more criteria in (1) or (2) below:

1. (1) They are unserved and one of the following:

- a. Experiencing a reduction in personal and/or community functioning
- b. Homeless
- c. At risk of becoming homeless
- d. At risk of becoming institutionalized
- e. At risk of out-of-home care
- f. At risk of becoming frequent users of hospital and/or emergency room services as the primary resource for mental health treatment

2. They are underserved and at risk of one of the following:

- a. Homelessness
- b. Institutionalization
- c. Nursing home or out-of-home care
- d. Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment
- e. Involvement in the criminal justice system

## Exhibit A

- b. All involved agencies and the individual must agree to enrollment in the Kings County ACT.

### B. Enrollment

- Upon receipt of an authorized Full Service Partnership ACT Referral Form from Kings County Behavioral Health, Contractor will initiate contact with the individual referred within 2 business days to setup an initial meeting to share about Kings County ACT and begin rapport building with the individual who was referred.
- Contractor will schedule subsequent meetings to continue to establish rapport and setup the initial assessment.
- Upon completion of the initial assessment and verification of the eligibility criteria, Contractor shall enroll the individual in Kings County ACT.
  - At enrollment, Contractor shall complete the following, in addition to eligibility criteria verification:
    - Open the Partner to services in Anasazi and document the following:
      - ASAM Level of Care Determination Tool;
      - Clinical Assessment;
      - Level of Care Utilization System (LOCUS);
      - Treatment Plan;
      - Release of Information Authorization;
      - Progress Notes.
    - Open the Partner to the State's Data Collection and Reporting (DCR) System and complete the following:
      - Partnership Assessment Form
    - Contractor specific forms which will be completed include: Billing Information Form, Informed Consent and Description of Services, Request for Records, Medication Administration Record and Chart Audit Form.

### C. Services

- Services provided by the contractor shall be available twenty-four (24) hours a day, seven (7) day a week and may include a broad spectrum of activities including, but not be limited to:
  - Individual, family and group therapy
  - Case Management
  - Medication Support (e.g. consultation with treating physicians, assistance with transportation to and from health care appointments, and collaboration with medical support services as offered by other entities)
  - Employment Training (e.g. networking, finding a job, resume building, role playing, job etiquette and volunteer opportunities)
  - Education Support (e.g. connection to tutoring or GED preparation, college tours, presentations from educators)
  - Community Living Skills (e.g. shopping for goods, using public transportation, budgeting)
  - Encouraging involvement from family and other natural resources
  - Housing Services (e.g. finding housing that meets the Partners needs)
  - Health and Wellness (e.g. presentations from health care professionals, coordination of care with all health care providers for a Partner)

## Exhibit A

- Crisis Intervention (e.g. availability to Partners 24 hours a day, seven days a week in order to connect Partners to appropriate care should they experience a crisis.)
- Peer Support (e.g. peer mentoring or coaching, relationship building)
- Family Education Services (e.g. educating families to help develop their understanding of mental illness and how they can support their family member who is experiencing a SMI or COD)
- Services will be developed with a person-centered approach which is highly individualized and designed to respond to the expressed needs and desires of the Partner.
- Contractor shall complete the following ongoing documentation, assessments and tools:
  - Anasazi
    - Progress notes – For each service provided
    - LOCUS – Quarterly upon initial completion and when deemed clinically necessary
    - Clinical Assessment – Every 2 years upon initial completion
    - Treatment Plan – May update as identified by Clinician and Partner
  - DCR System
    - Quarterly Assessment Form
    - Key Event Tracking Form
  - Annual Client Satisfaction Survey
  - Contractor may additionally utilize, but is not limited to the following tools:
    - Illness Management Recovery (IMR) Scale
    - ACT Transition Readiness Scale
    - Recovery Markers Questionnaire (RMQ)
    - Substance Abuse Treatment Scale Revised (SATS-R)
    - Addiction Severity Index (ASI)
    - Wellness and Recovery Action Plan (WRAP)
- Contractor shall document all direct services according to the Kings County Behavioral Health Documentation Manual. Contractor shall document all direct services and administrative time that is invoiced to the County in Anasazi.

### D. Transition and Discharge Criteria

- a. Transition of Partners to less intensive services will occur as the Partner makes sufficient progress to meet their recovery goals without Kings County ACT services. Transitions to less intensive services will be made upon mutual agreement of the Partner, Contractor and County.
- b. Partners will be discharged when they meet one or more of the following criteria:
  - i. Partner, Contractor, and County agree during a Multidisciplinary Team Meeting that the Partner has made sufficient progress to continue to meet their recovery needs in a healthy manner with a lower level of service.
  - ii. Partner decides to terminate participation in Kings County ACT.
  - iii. Partner transfers to another program that has been mutually agreed upon.
  - iv. Partner's behaviors that are unsafe to Kings County ACT team members and other Partners.
  - v. Partner moves outside of Kings County on a permanent basis.

## Exhibit A

- vi. Partner requires a higher level of care than can be provided as part of the Kings County ACT (e.g., serious or consistent danger to themselves or others and therefore cannot be maintained in an open setting).
- vii. Partner is incarcerated or placed in an Institute for Mental Disease (IMD).
- viii. Kings County ACT services are not likely to help the Partner maintain or improve their mental health condition according to Title 9, CCR, Section 1830.205(b)(3)(A) and (B).
- ix. Has a medical problem requiring specialized care beyond that which is available under Kings County ACT.
- x. Declines or refuses services and requests discharge, despite the Kings County ACT team members' best efforts to develop an acceptable services plan with the Partner.
- xi. Partner is not present for 30 days or more to participate in services.

### E. Flex Funding

- a. Contractor may utilize Flex funding to support the Partner to achieve their goals. Flex funding must be clearly linked to a goal/strategy in the treatment plan.

- i. Eligibility

- 1. Partners who have insufficient funds to provide the materials and resources necessary to achieve their treatment goals are eligible for assistance through flex funding.
    - 2. Partners who have income and/or are concurrently receiving government assistance are only eligible to receive assistance through flex funding after it has been established that there are insufficient funds or no other funding sources available.
    - 3. Flex funding is to be used in support of the Partner and not the individual family members or support persons.
    - 4. Flex funds are meant to be a temporary support, and are not to be used for long-term expenses.

- ii. Uses

- 1. Flex funding may be used to pay for housing, food, clothing, transportation, educational and vocational expenses.
    - 2. Flex funding may also pay for medical, dental, optical care, prescriptions, and laboratory tests when the Partner or family member does not have insurance to pay for such care.
    - 3. Excluded purchases include items such as: alcohol, tobacco, construction or rehabilitation of housing, buildings or offices, purchasing land or buildings, illegal substances and activities, sexually explicit materials, prescription medication otherwise available through Indigent medication or prescription assistance programs, or vehicles for programs.
    - 4. Every attempt should be made to purchase items that are considered reasonable purchases for the assistance of the Partners, and as economical as possible.



## Exhibit A

5. Items purchased with flex funds become the property of the Partner and the Partner is not obligated to return the items upon leaving the program.
  6. If an expense is determined to be ongoing, the program must develop a plan for consumer self-sufficiency related to the ongoing expense.
- iii. Reimbursement
1. Contractor shall itemize expenses claimed on the Flexible Funding Expense Form, hide the Protected Health Information (PHI) and submit with the monthly invoice.
  2. Contractor shall report any reimbursement received on the Flexible Funding Expense Form for the month in which the reimbursement occurred.
  3. Contractor is required to archive all flex funding expenditure receipts for a period of at least six (6) years. There may be occasions when a copy of an archived receipt is requested.

### F. Performance Goals

- a. Contractor will achieve the following performance goals:
- i. No less than 75% of program clients will show clinical improvement or stabilization.
    1. Tools to be used to measure progress: **Partnership Assessment Form, Key Event Tracking Form, Quarterly Assessment Form, Illness Management and Recovery Scale, Level of Care Utilization System, ACT Transition to Readiness Scale**
  - ii. No less than 75% of program clients will show functional improvement or stabilization.
    1. Tools to be used to measure progress: **Partnership Assessment Form, Key Event Tracking Form, Quarterly Assessment Form, Transition to Readiness Scale**
  - iii. No less than 25% of program clients with housing objectives will demonstrate progress.
    1. Tools to be used to measure progress: **Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**
  - iv. No less than 25% of program clients with vocational and/or educational objectives will demonstrate progress.
    1. Tools to be used to measure progress: **Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**
  - v. No less than 15% of program clients will have employment involvement.
    1. Tools to be used to measure progress: **Key Event Tracking Form, Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**

## Exhibit A

- vi. 100% of program clients will be assessed for co-occurring disorders; of those who have substance abuse challenges, 50% will show stabilization and/or progress toward recovery.
  - 1. Tools to be used to measure progress: **Addiction Severity Index, Partnership Assessment Form, Recovery Markers Questionnaire, Substance Abuse Treatment Scale Revised, Level of Care Utilization System**
- vii. 100% of program clients will be connected to a Primary Care Physician and needed medical care.
  - 1. Tools to be used to measure progress: **Level of Care Utilization System, Key Event Tracking Form**
- viii. Clients will be encouraged to use Wellness Recovery Action Plan (WRAP) with 25% of clients will develop and share WRAP plans.
  - 1. Tools to be used to measure progress: **Progress Notes**

### G. Staffing

- a. Contractor agrees to provide the level of staffing for the Kings County ACT program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit "B" Budget.
- b. Contractor shall ensure that each staff has completed a minimum of 4 hours of training every year in the areas of Cultural Competency, Gender Responsive Services, Co-occurring disorders, and Ethics.
- c. Contractor shall ensure that staff who provide direct services will receive annual trauma-informed training.
- d. Contractor shall maintain training records for staff for 6 years.
- e. Contractor shall ensure that direct service staff receive training and demonstrate competency in specific treatment standards for ACT services; participant confidentiality; participant screening and assessment; participant referral; CPR; communicable diseases; cultural diversity; data collection; drug testing protocols; Program Registrar procedures; and volunteer training.
- f. Once fully staffed the program will have at least three (3) fluent Spanish-Speaking members.
- g. Contractor shall compose a staff that reflects the diversity of population being served.

### H. Program Setting/Hours of Operation

- a. Program Facilities Location: 530 E. Kings County Drive, Suite 102, Hanford, CA 93230
- b. Program Hours of Operation: Contractor will employ a program which follows the SAMHSA ACT Evidence-Based Practice Kit standard for providing staff availability 24/7, 365 days per year, where services are provided during times/place that are most convenient for the Partner. Office hours are Monday through Friday from 8:00 AM to 5:00 PM. Kings County ACT services will be provided on-site and in the field Monday through Friday 7:00 AM until 7:00 PM. and on weekends and holidays from 8:00 AM to 4:30 PM. Kings County ACT

## **Exhibit A**

team members will be available to provide crisis intervention 24 hours-per-day, 7 days-per-week through the on-call crisis coverage system

### **I. Contractor Deliverables**

- a. Contractor shall comply with all reporting requests from the County.
- b. Contractor conduct quarterly SAMHSA ACT Fidelity Scale assessments and submit the findings to the County Adult System of Care Program Manger.
- c. Contractor shall adhere to the County's utilization and compliance review processes.
- d. Contractor shall designate a staff member to participate on the County Cultural Competency Committee (CCC).
- e. Contractor shall identify a suitable representative to attend regularly scheduled meetings, training sessions, or other meetings scheduled by the Director of Behavioral Health or his/her designee. Meetings shall include, but are not limited to monthly Adult System of Care Meetings, Weekly Multi-Disciplinary Team Meetings, Contract Monitoring Meetings, and Case Staffing.

Exhibit B

Mental Health Systems, Inc.  
 Kings County ACT FSP  
 July 1, 2022 - June 30, 2023  
**PROJECT COSTS**

SALARIES AND BENEFITS COSTS

<i>Position</i>	<i>Annual (12-Month) Salary</i>	<i>% of FTE Dedicated to This Program</i>	<i>Ongoing Expenses</i>	<i>Total Proposed Budget</i>
Program Manager [License Eligible]	\$ 99,840.00	100%	\$99,840.00	\$99,840.00
Clinical Supervisor [Licensed]	\$ 97,419.36	100%	\$97,419.36	\$97,419.36
Registered Nurse/Wellness Coach	\$ 80,215.29	100%	\$80,215.29	\$80,215.29
Clinician Bilingual [License Eligible]	\$ 66,560.00	100%	\$66,560.00	\$66,560.00
Clinician [License Eligible]	\$ 64,480.00	100%	\$64,480.00	\$64,480.00
Employment Specialist	\$ 52,000.00	100%	\$52,000.00	\$52,000.00
Peer/Family Support Specialist	\$ 48,551.36	100%	\$48,551.36	\$48,551.36
Housing Coordinator	\$ 52,773.22	100%	\$52,773.22	\$52,773.22
Office Manager	\$ 42,218.57	100%	\$42,218.57	\$42,218.57
Compliance Specialist	\$ 54,080.00	10%	\$5,408.00	\$5,408.00
Director of Housing	\$ 104,000.00	4%	\$4,160.00	\$4,160.00
Program Analyst	\$ 65,000.00	7%	\$4,550.00	\$4,550.00
Vice President of Clinical Services	\$ 114,400.00	25%	\$28,600.00	\$28,600.00
<b>Total Salaries</b>			<b>\$646,775.80</b>	<b>\$646,775.80</b>
Payroll Taxes [6.2% Social Security Withholding + 1.45%			\$49,478.35	\$49,478.35
Retirement @ 11%			\$72,407.30	\$72,407.30
Health Insurance Expense @ 6%			\$38,806.55	\$38,806.55
<b>Total Benefits @ 24.85% of Salaries</b>			<b>\$160,692.20</b>	<b>\$160,692.20</b>
<b>TOTAL SALARIES AND BENEFITS</b>			<b>\$807,468.00</b>	<b>\$807,468.00</b>

OPERATING COSTS

Building Rent & Leases	\$0.00	\$0.00
Equipment Rent & Leases	\$9,780.00	\$9,780.00
Building Repairs/Maintenance	\$7,936.00	\$7,936.00
Equipment Repair/Maintenance	\$720.00	\$720.00
Telephone & Utilities	\$28,034.00	\$28,034.00
Supplies Minor Equipment	\$2,035.00	\$2,035.00
Office Supplies	\$11,454.00	\$11,454.00
Medical/Pharmaceutical Supplies	\$1,500.00	\$1,500.00
Other Supplies	\$800.00	\$800.00
Printing	\$3,500.00	\$3,500.00

Exhibit B

Insurance	\$15,164.00	\$15,164.00
Consultants	\$0.00	\$0.00
Staff Development/Training	\$4,990.00	\$4,990.00
Accounting/Auditing/Legal Fees	\$200.00	\$200.00
Other Business Services	\$4,000.00	\$4,000.00
Travel	\$9,244.00	\$9,244.00
Client Transportation	\$4,000.00	\$4,000.00
Tax/License/Banking Fees	\$4,996.00	\$4,996.00
Common Ground	\$0.00	\$0.00
Interpreter Services	\$500.00	\$500.00
Client Needs	\$20,250.00	\$20,250.00
Client Housing Support	\$120,000.00	\$120,000.00
<b>TOTAL OPERATING COSTS</b>	<b>\$249,103.00</b>	<b>\$249,103.00</b>
<b>TOTAL DIRECT COSTS</b>	<b>\$1,056,571.00</b>	<b>\$1,056,571.00</b>
Indirect Costs @ 14.9%	\$157,429.00	157,429.00
<b>TOTAL PROJECT COSTS</b>	<b>\$1,214,000.00</b>	<b>\$1,214,000.00</b>
<b><u>OTHER REVENUE</u></b>		
Client/Participant Fees	\$1,000.00	1,000.00
Client Rent Revenue	\$13,000.00	13,000.00
<b>TOTAL OTHER REVENUE</b>	<b>\$14,000.00</b>	<b>14,000.00</b>
<b>NET PROJECT COSTS</b>	<b>\$1,200,000.00</b>	<b>\$1,200,000.00</b>

## Exhibit C

### County of Kings HIPAA Business Associate Exhibit

#### I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").

B. The County of Kings ("County") wishes to, or may, disclose to Mental Health Services, Inc. ("Business Associate") certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.

C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Mental Health Services, Inc., as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

#### II. Permitted Uses and Disclosures of PHI by Business Associate.

## Exhibit C

A. ***Permitted Uses and Disclosures.*** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Exhibit, Business Associate may:

1) ***Use and Disclose for Management and Administration.*** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Type of Services to be Provided by the Business Associate.*** The BAA will provide Assertive Community Treatment services. Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

### **III. Responsibilities of Business Associate.**

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. ***Security.*** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD

## Exhibit C

Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) ***Investigation of Breach.*** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Within seventy-two (72) hours of the discovery,*** to notify the County:

- i. What data elements were involved and the extent of the data involved in the breach,
- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
- iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
- iv. A description of the probable causes of the improper use or disclosure; and
- v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) ***Written Report.*** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) ***Notification of Individuals.*** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

6) ***County Contact Information.*** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings  
Administration  
Attn: Edward Hill, CAO – HIPAA compliance officer  
1400 W. Lacey Blvd., Bldg. 1  
Hanford, California 93230  
(559) 852-2589



## Exhibit C

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

### IV. **Obligations of County.**

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

### V. **Audits, Inspection and Enforcement.**

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its

## Exhibit C

responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

### VI. Termination.

A. *Termination for Cause.* Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. *Judicial or Administrative Proceedings.* Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

### VII. Miscellaneous Provisions.

A. *Disclaimer.* County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

## Exhibit C

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other

occasion.

## Exhibit C

### Attachment 1

#### Business Associate Data Security Standards

##### I. General Security Controls.

A. **Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release.

I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are

## Exhibit C

not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

### II. System Security Controls.

A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than five (5) minutes of inactivity.

B. **Warning Banners.** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. **Transmission Encryption.** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### III. Audit Controls.

A. **System Security Review.** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that

## Exhibit C

administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. **Log Reviews.** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. **Change Control.** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

### IV. Business Continuity / Disaster Recovery Controls.

A. **Disaster Recovery.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. **Data Backup Plan.** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

### V. Paper Document Controls.

A. **Supervision of Data.** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. **Escorting Visitors.** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. **Removal of Data.** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. **Faxing.** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

## Exhibit C

F. ***Mailing.*** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.



## Exhibit D

### ASSURANCES AND CERTIFICATIONS

Contractor agrees that programs and services receiving financial assistance from and through the Department of Health Care Services ("DHCS") or KCBH will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

1. A working transition plan for services to persons with disabilities exists and is in use as defined in Title 9, Section 10800, *et seq.* of the California Code of Regulations.
2. All products, reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement becomes the property of the State. The State reserves the right to authorize others to use or reproduce such materials.
3. All announcements of events, such as public meetings, hearings, or training courses, shall include a statement of advance notice for accommodations for any disabled, deaf, or hearing impaired individual.
4. Limited English Proficiency ("LEP") - Contractor will take reasonable steps to ensure meaningful access to its programs, services, and information on the services the Contractor provides, free of charge. Additionally, the Contractor certifies that it has established and implemented as required by DHCS, policies and procedures for language assistance services that provide LEP persons with meaningful access, *i.e.* oral interpretation services, bilingual staff, telephone interpreter lines, written language services, community volunteers, etc.
5. Sexual contact shall be prohibited between participants/clients and the treatment/recovery program staff, including members to the Board of Directors. Service Providers shall include this policy prohibition as part of an overall clients' rights statement given to the client at admission and shall include a statement in each employee personnel file that notes that the employee has read and understood the sexual contact prohibition. This policy shall remain in effect for six (6) months after a client is discharged from treatment services.

Contractor further agrees to establish a complaint policy and procedure, which provides the following:

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government

## Exhibit D

Code, or Title 9, Section 10800, et seq. of the California Code of Regulations may individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

2. A statement advising individuals that complaints may be filed with the County or the U.S. Department of Health and Human Services' Office for Civil Rights ("OCR").
3. A statement advising individuals that in cases where the complaint is filed initially with the OCR, the OCR may elect to investigate the complaint or request that the Civil Rights Officer for the County conduct the investigation.
4. Within the time limits procedurally imposed, the complainant shall be advised in writing as to the findings regarding the alleged complaint. In the same written notice, the complainant shall be advised that if he/she is not satisfied with the decision, an appeal may be filed with the U.S. Department of Health and Human Services' Office for Civil Rights.
5. Maintenance of records regarding:
  - (a) number of complaints filed;
  - (b) the nature of the complaint;
  - (c) the validity of the complaint; and
  - (d) corrective action taken.

Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule" promulgated by the U.S. Department Health and Human Services at Title 45 of the Code of Federal Regulations, sections 160 through 164. Nothing in this paragraph shall preclude the parties from subsequently entering into a Business Associate Agreement if required by the Privacy Rule.

### Drug-Free Workplace under Government Code Section 8355

Contractor agrees that all program contractors of services receiving funds from and through the DHCS will provide an alcohol/drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:

## Exhibit D

- a. The dangers of drug abuse in the workplace;
  - b. The person or organization's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. (Govt. Code § 8350 et seq.)





# 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 27, 2022

**SUBMITTED BY:** County Counsel - Diane Freeman

**SUBJECT:** APPOINTMENT OF TRUSTEES TO THE CROSS CREEK FLOOD CONTROL DISTRICT

**SUMMARY:**

**Overview:**

Under Section 6 of Act 9178 of the Flood Control, etc., District Law, Uncodified Acts of the California Water Code, the Trustees of the Cross Creek Flood Control District shall be appointed by the Board of Supervisors.

**Recommendation:**

**Appoint Beau Howard and reappoint Michael Boyett, Jimmy George, Carlo Wilcox, and Joe Faulkner as Trustees of the Cross Creek Flood Control District.**

**Fiscal Impact:**

None.

**BACKGROUND:**

The four-year term of office of the Trustees of the Cross Creek Flood Control District ("District") is expiring. Trustee Peter Reitkerk has resigned. The District has requested Beau Howard be appointed to take Mr. Reitkerk's place in serving as a trustee of the District. The remaining Trustees have expressed an interest in continuing to serve on the Board. The District Board supports and requests these appointments to fill the vacancies.

**BOARD ACTION :**

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

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

CATHERINE VENTURELLA, Clerk of the Board

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

**AGENDA ITEM**  
**September 27, 2022**

**SUBMITTED BY:** Job Training Office – Lance Lippincott

**SUBJECT:** CLOSEOUT OF WORKFORCE INNOVATION AND OPPORTUNITY ACT  
SUBGRANTS AA011010 AND AA111010

**SUMMARY:**

**Overview:**

This action is to close out two Workforce Innovation and Opportunity Act subgrants from the California Employment Development Department, acting as a pass through entity for the United States Department of Labor. The grant funding was previously approved by the Kings County Board of Supervisors, and a detailed accounting of that funding is included with this item.

**Recommendation:**

**Approve the documents to close out the Workforce Innovation and Opportunity Act Subgrants AA011010 and AA111010.**

**Fiscal Impact:**

Subgrant AA011010 provided \$2,906,732 and Subgrant AA111010 provided \$2,775,916 in federal Workforce Innovation and Opportunity Act funding to support local businesses and residents to connect, bolstering the local economy.

**BACKGROUND:**

Subgrant AA011010 and Subgrant AA111010 allocated Workforce Innovation and Opportunity Act training funds provided to Kings County for use in the local area. From July 1, 2020, through June 30, 2022, over 6,811 services comprising of work experience, vocational training, on-the-job training, and other services designed to assist Kings County residents in obtaining permanent employment were provided. In addition to enrolled individuals receiving services, the Kings County Job Training Office provided services to more than 600 Kings County businesses.

**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.

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
SUBRECIPIENT RELEASE**

(Use only for a full subgrant closeout)

Pursuant to the terms of Subgrant Number AA011010

with a total allocation amount of \$2,906,732.00 (dollars/cents),

a total expenditure amount of \$2,906,732.00 (dollars/cents),

and a total cash paid (drawn) amount of \$2,906,732.00 (dollars/cents),

County of Kings – Job Training Office

124 North Irwin Street

Hanford, CA 93230

(Subrecipient's Name and Address)

(hereafter called the subrecipient) or to its assignees, if any, the subrecipient upon payment of the said sum by the State of California, Employment Development Department (hereafter called the state) does remit, release, and discharge the state, its officers, agents, and employees, of and from all liabilities, obligations, claims and demand whatsoever under or rising from the said subgrant.

IN WITNESS WHEREOF, this release has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Subrecipient's Authorized Representative

Joe Neves

Name (please print)

\_\_\_\_\_  
Signature

Chair – Kings County Board of Supervisors

Title



**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**SUBRECIPIENT’S ASSIGNMENT OF REFUNDS, REBATES AND CREDITS**  
(Use only for a full subgrant closeout)

Subrecipient Name COUNTY OF KINGS – JOB TRAINING OFFICE

Subgrant Number AA011010

Street Address 124 North Irwin Street

City, State, & Zip Hanford, CA 93230

Pursuant to the terms of Subgrant Number AA011010, and for the total allocation of \$2,906,732.00 and in consideration of the reimbursement costs and payment of fee, as provided in the said agreement and any assignment thereunder the County of Kings – Job Training Office (hereafter called the subrecipient) does hereby:

Assign, transfer, set over and release to the Central Office Workforce Services Division, Employment Development Department, the State of California (hereafter called COWSD), all right, title and interest thereon, arising out of the performance of said subgrant together with all the rights of action accrued or hereafter accrue thereunder.

Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits, or other amounts (including any interest thereon), due or which may become due, and forward to COWSD checks (made payable to the Employment Development Department), for all proceeds so collected. The reasonable costs of any such action to effect the collection shall constitute allowable costs when approved by the Chief of COWSD, as stated in the said subgrant and may be applied to reduce any amounts otherwise payable to the COWSD under the terms thereof.

Agree to cooperate fully with COWSD as to any claims or suit in connection with such refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit COWSD to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2022.

Subrecipient’s Authorized Representative

Joe Neves

Name (please print)

\_\_\_\_\_  
Signature

Chair – Kings County Board of Supervisors

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT TAX CERTIFICATION**  
(Use only for a full subgrant closeout)

Subrecipient's Name County of Kings

Employer ID Number 94-6000814

In the performance of Subgrant Number AA011010,  
I certify that I have complied with the requirements of the law, and the Central Office Workforce Services Division, Employment Development Department, State of California, regarding the obtaining of employer identification/account numbers, collection, payment, deposit, and reporting of federal, state and local taxes and the provision of W-2 forms to employees who are not now my employees. For present employees, formerly under the award, W-2 forms will be required as per the California Employers Guide. Information on W-2 form reporting requirements is contained in Internal Revenue Service publication, "Employer's Tax Guide," (Publication 15, Circular E).

IN WITNESS WHEREOF, this certification has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Subrecipient's Authorized Representative

JOE NEVES  
Name (please print)

\_\_\_\_\_  
Signature

CHAIR – KINGS CO BOARD OF SUPERVISORS  
Title

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
 (Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA011010

Grant Code 1194

Project Term 04/01/20 to 03/31/23

Total allocation for this grant code: \$150,000.00

1. How much cash has been drawn down  
under this grant code? \$150,000.00

2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$150,000.00

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 1194  
 Grant Term: 04/10/2020-03/31/2023  
 Report Type: Q  
 Report Period: 202206

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2019
2. Report Revision Number	1
3. Subgrant Number	AA011010
4. Subgrant Term From-To:	4/1/2019-3/31/2023
5. Total Allotment	\$150,000.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$150,000.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$15,000.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$15,000.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$0.00
3. Intensive Services/WIOA Career Services Ind.			\$15,234.02
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$91,545.73
b. WIOA Other Training Services			\$0.00
6. Other			\$28,220.25
7. Total Program Expenditure	\$135,000.00	\$0.00	\$135,000.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

<b>VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)</b>	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Transitional jobs Expenditures			\$0.00
<b>VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES</b>			
1. Total Recipient Share of Expenditures			\$0.00
2. Total Program Income Earned			\$0.00
3. Total Program Income Expended			\$0.00
<b>IX. NDWG EXPENDITURES: PROJECT OPERATOR LEVEL</b>			
1. Participant Wages			\$0.00
2. Participant Fringe Benefits			\$0.00
3. Core and Intensive Services/WIOA Career Svcs Basic & Individualized			\$15,234.02
4. NEG/NDWG - Funding Training			\$91,545.73
5. Career Services Follow-Up			\$0.00
6. NEG/NDWG-Funded Supportive Services			\$28,220.25
7. Needs-Related Payments (NRP)			\$0.00
8. Program Mangement and Oversight			
a. Administrative, Excl NRP Processing			\$15,000.00
b. Other			\$0.00
9. Other			\$0.00
<b>X. COMMENTS</b>			
JUNE2022 AA011 1194 ER NDWG CLOSEOUT REPORT			
<b>XI. CERTIFICATION</b>			
1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/19/2022

Signature

Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code   KNG

Subgrant Number   AA011010

Grant Code   1190

Project Term   04/01/20 to   03/31/21

Total allocation for this grant code:                   \$250,000.00

1. How much cash has been drawn down  
under this grant code?                   \$250,000.00

2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report                   \$250,000.00

3. Unexpended balance to be deobligated?                   \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE      Report Type: Q  
 Grant Code: 1190  
 Grant Term: 04/01/2020-03/31/2021      Report Period: 202103

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2019
2. Report Revision Number	1
3. Subgrant Number	AA011010
4. Subgrant Term From-To:	4/1/2019-3/31/2022
5. Total Allotment	\$250,000.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$250,000.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-In)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$0.00
3. Intensive Services/WIOA Career Services Ind.			\$0.00
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$250,000.00
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$0.00
6. Other			\$0.00
7. Total Program Expenditure	\$250,000.00	\$0.00	\$250,000.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

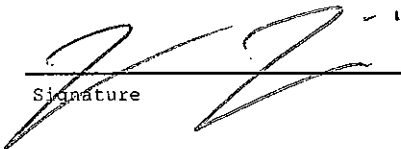
1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

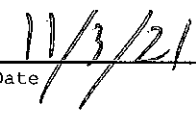
**IX. COMMENTS**

SEPTEMBER2021 AA011 1190 HELPING HAND CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIUS	FISCAL ANALYST III	(559) 852-4973	10/29/2021

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Date



**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA011010

Grant Code 201

Project Term 07/01/19 to 06/30/21

Total allocation for this grant code:	<u>\$142,443.00</u>
1. How much cash has been drawn down under this grant code?	<u>\$142,443.00</u>
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report	<u>\$142,443.00</u>
3. Unexpended balance to be deobligated?	<u>\$0.00</u>

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 201  
 Grant Term: 07/01/2019-06/30/2021  
 Report Type: Q  
 Report Period: 202106

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2019
2. Report Revision Number	1
3. Subgrant Number	AA011010
4. Subgrant Term From-To:	4/1/2019-3/31/2022
5. Total Allotment	\$142,443.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$142,443.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$10,312.87
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$10,312.87

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$11,238.75
3. Intensive Services/WIOA Career Services Ind.			\$5,740.45
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$107,444.75
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$7,706.18
6. Other			\$0.00
7. Total Program Expenditure	\$132,130.13	\$0.00	\$132,130.13

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

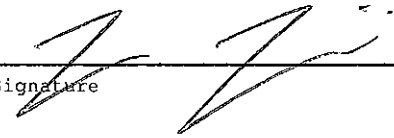
1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

SEPTEMBER2021 AA011 201 ADULT CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	10/29/2021

Signature 

Date 11/3/21

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA011010

Grant Code 202

Project Term 10/01/19 to 06/30/21

Total allocation for this grant code:	<u>\$759,376.00</u>
1. How much cash has been drawn down under this grant code?	<u>\$759,376.00</u>
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report	<u>\$759,376.00</u>
3. Unexpended balance to be deobligated?	<u>\$0.00</u>

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE Report Type: Q  
 Grant Code: 202  
 Grant Term: 10/01/2019-06/30/2021 Report Period: 202106

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2019
2. Report Revision Number	1
3. Subgrant Number	AA011010
4. Subgrant Term From-To:	4/1/2019-3/31/2022
5. Total Allotment	\$759,376.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$759,376.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$65,086.83
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$65,086.83

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$25,664.27
3. Intensive Services/WIOA Career Services Ind.			\$29,868.53
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$610,125.48
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$28,630.89
6. Other			\$0.00
7. Total Program Expenditure	\$694,289.17	\$0.00	\$694,289.17

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$99,071.00	\$99,071.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

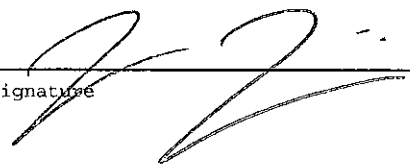
1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

SEPTEMBER2021 AA011 202 ADULT CLOSEOUT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	10/29/2021

Signature 

Date 11/13/21

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
 (Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA011010

Grant Code 292

Project Term 07/01/19 to 06/30/21

Total allocation for this grant code:	<u>\$5,619.00</u>
1. How much cash has been drawn down under this grant code?	<u>\$5,619.00</u>
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report	<u>\$5,619.00</u>
3. Unexpended balance to be deobligated?	<u>\$0.00</u>

Subrecipient's Authorized Representative

Cobi Revious  
Name (please print)

Cobi Revious  
Signature

Fiscal Analyst III  
Title





**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

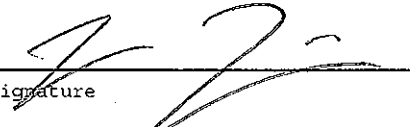
1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2020 A011 292 RAPID RESPONSE LAYOFF AVERSION CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIUS	FISCAL ANALYST III	(559) 852-4973	8/13/2020

Signature 

Date 11/3/21

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
 (Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA011010

Grant Code 293

Project Term 10/01/19 to 06/30/21

Total allocation for this grant code:	<u>\$26,661.00</u>
1. How much cash has been drawn down under this grant code?	<u>\$26,661.00</u>
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report	<u>\$26,661.00</u>
3. Unexpended balance to be deobligated?	<u>\$0.00</u>

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 293  
 Grant Term: 10/01/2019-06/30/2021  
 Report Type: Q  
 Report Period: 202006

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2019
2. Report Revision Number	1
3. Subgrant Number	AA011010
4. Subgrant Term From-To:	4/1/2019-3/31/2022
5. Total Allotment	\$26,661.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$26,661.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

1. Program Cash Expenditures	\$26,661.00
2. Program Accrued Expenditures	\$0.00
3. Total 25% Rapid Response	\$26,661.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

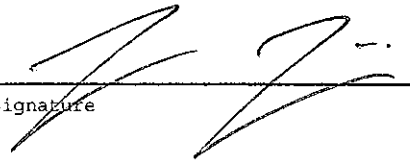
1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2020 A011 293 RAPID RESPONSE LAYOFF AVERSION CLOSEOUT REPORTS

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/13/2020

Signature 

Date 8/13/20

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
 (Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA011010

Grant Code 301

Project Term 04/01/19 to 06/30/21

Total allocation for this grant code:	<u>\$829,060.00</u>
1. How much cash has been drawn down under this grant code?	<u>\$829,060.00</u>
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report	<u>\$829,060.00</u>
3. Unexpended balance to be deobligated?	<u>\$0.00</u>

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 301  
 Grant Term: 04/01/2019-06/30/2021  
 Report Type: Q  
 Report Period: 202106

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2019
2. Report Revision Number	2
3. Subgrant Number	AA011010
4. Subgrant Term From-To:	4/1/2019-3/31/2022
5. Total Allotment	\$829,060.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$829,060.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$40,024.53
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$40,024.53

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Youth In School			\$20,436.36
2. Youth Out Of School			\$768,599.11
3. Total Program Expenditures	\$789,035.47	\$0.00	\$789,035.47
a. Youth Summer Employment Opportunities			\$0.00
b. WIOA Paid and Unpaid Work Experience			\$473,855.75

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Fed Share of Unliquidated Obligations for PFP			\$0.00
6. PFP Contract Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

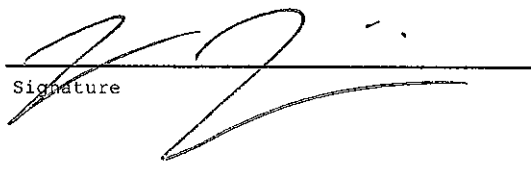
1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

SEPTEMBER2021 AA011 301 YOUTH CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	10/29/2021

Signature 

Date 11/3/21

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
 (Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA011010

Grant Code 302

Project Term 04/01/19 to 06/30/21

Total allocation for this grant code:	<u>\$2,453.00</u>
1. How much cash has been drawn down under this grant code?	<u>\$2,453.00</u>
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report	<u>\$2,453.00</u>
3. Unexpended balance to be deobligated?	<u>\$0.00</u>

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title



Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE      Report Type: Q  
 Grant Code: 302  
 Grant Term: 04/01/2019-06/30/2021      Report Period: 202106

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2019
2. Report Revision Number	1
3. Subgrant Number	AA011010
4. Subgrant Term From-To:	4/1/2019-3/31/2022
5. Total Allotment	\$2,453.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$2,453.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Youth In School			\$0.00
2. Youth Out Of School			\$2,453.00
3. Total Program Expenditures	\$2,453.00	\$0.00	\$2,453.00
a. Youth Summer Employment Opportunities			\$0.00
b. WIOA Paid and Unpaid Work Experience			\$0.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Fed Share of Unliquidated Obligations for PFP			\$0.00
6. PFP Contract Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

SEPTEMBER2021 AA011 302 YOUTH CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOS	FISCAL ANALYST III	(559) 852-4973	10/29/2021

Signature 

Date 11/3/21

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA011010

Grant Code 501

Project Term 07/01/19 to 06/30/21

Total allocation for this grant code: \$106,454.00

1. How much cash has been drawn down  
under this grant code? \$106,454.00

2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$106,454.00

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious  
Name (please print)

Cobi Revious  
Signature

Fiscal Analyst III  
Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 501  
 Grant Term: 07/01/2019-06/30/2021  
 Report Type: Q  
 Report Period: 202106

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2019
2. Report Revision Number	1
3. Subgrant Number	AA011010
4. Subgrant Term From-To:	4/1/2019-3/31/2022
5. Total Allotment	\$106,454.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$106,454.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$10,645.40
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$10,645.40

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$4,950.11
3. Intensive Services/WIOA Career Services Ind.			\$2,427.15
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$79,095.32
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$9,336.02
6. Other			\$0.00
7. Total Program Expenditure	\$95,808.60	\$0.00	\$95,808.60

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

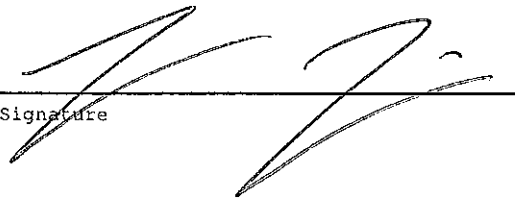
1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

SEPTEMBER2021 AA011 501 DISLOC CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIUS	FISCAL ANALYST III	(559) 852-4973	10/29/2021

Signature 

Date 11/3/21

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address \_\_\_\_\_

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA011010

Grant Code 502

Project Term 10/01/19 to 06/30/21

Total allocation for this grant code: \$506,809.00

1. How much cash has been drawn down under this grant code? \$506,809.00

2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report \$506,809.00

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 502  
 Grant Term: 10/01/2019-06/30/2021  
 Report Type: Q  
 Report Period: 202106

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2019
2. Report Revision Number	1
3. Subgrant Number	AA011010
4. Subgrant Term From-To:	4/1/2019-3/31/2022
5. Total Allotment	\$506,809.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$506,809.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$24,339.32
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$24,339.32

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$17,071.85
3. Intensive Services/WIOA Career Services Ind.			\$19,654.27
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$435,655.51
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$10,088.05
6. Other			\$0.00
7. Total Program Expenditure	\$482,469.68	\$0.00	\$482,469.68

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$16,912.00	\$16,912.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

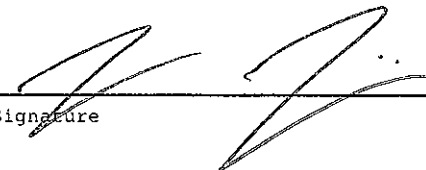
1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

SEPTEMBER2021 AA011 502 DISLOC CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIUS	FISCAL ANALYST III	(559) 852-4973	10/29/2021

Signature 

Date 11/3/21



**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA011010

Grant Code 540

Project Term 07/01/19 to 06/30/21

Total allocation for this grant code:	<u>\$22,257.00</u>
1. How much cash has been drawn down under this grant code?	<u>\$22,257.00</u>
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report	<u>\$22,257.00</u>
3. Unexpended balance to be deobligated?	<u>\$0.00</u>

Subrecipient's Authorized Representative

Cobi Revious  
Name (please print)

Cobi Revious  
Signature

Fiscal Analyst III  
Title

Subgrantee Code: KINGS COUNTY JOB TRAINING      Report Type: Q  
 OFFICE  
 Grant Code: 540  
 Grant Term: 07/01/2019-06/30/2021      Report Period: 202006

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2019
2. Report Revision Number	1
3. Subgrant Number	AA011010
4. Subgrant Term From-To:	4/1/2019-3/31/2022
5. Total Allotment	\$22,257.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$22,257.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

1. Program Cash Expenditures	\$22,257.00
2. Program Accrued Expenditures	\$0.00
3. Total 25% Rapid Response	\$22,257.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

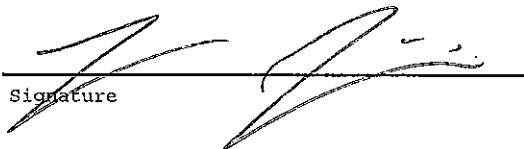
1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2020 A011 540 RAPID RESPONSE CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/13/2020

Signature 

Date 11/3/21

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
 (Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA011010

Grant Code 541

Project Term 10/01/19 to 06/30/21

Total allocation for this grant code:	<u>\$105,600.00</u>
1. How much cash has been drawn down under this grant code?	<u>\$105,600.00</u>
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report	<u>\$105,600.00</u>
3. Unexpended balance to be deobligated?	<u>\$0.00</u>

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title



**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

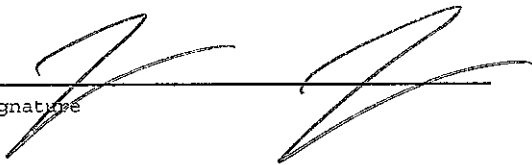
1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2020 A011 541 RAPID RESPONSE CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/13/2020

Signature 

Date 11/3/21

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
SUBRECIPIENT RELEASE**

(Use only for a full subgrant closeout)

Pursuant to the terms of Subgrant Number AA111010

with a total allocation amount of \$2,775,916.16 (dollars/cents),

a total expenditure amount of \$2,775,916.16 (dollars/cents),

and a total cash paid (drawn) amount of \$2,775,916.16 (dollars/cents),

County of Kings – Job Training Office

124 Nort Irwin Street

Hanford, CA 93230

(Subrecipient’s Name and Address)

(hereafter called the subrecipient) or to its assignees, if any, the subrecipient upon payment of the said sum by the State of California, Employment Development Department (hereafter called the state) does remit, release, and discharge the state, its officers, agents, and employees, of and from all liabilities, obligations, claims and demand whatsoever under or rising from the said subgrant.

IN WITNESS WHEREOF, this release has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Subrecipient’s Authorized Representative

Joe Neves  
Name (please print)

\_\_\_\_\_  
Signature

Chair – Kings County Board of Supervisors  
Title

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**SUBRECIPIENT'S ASSIGNMENT OF REFUNDS, REBATES AND CREDITS**  
 (Use only for a full subgrant closeout)

Subrecipient Name COUNTY OF KINGS – JOB TRAINING OFFICE

Subgrant Number AA111010

Street Address 124 North Irwin Street

City, State, & Zip Hanford, CA 93230

Pursuant to the terms of Subgrant Number AA111010, and for the total allocation of \$2,775,916.16 and in consideration of the reimbursement costs and payment of fee, as provided in the said agreement and any assignment thereunder the County of Kings – Job Training Office (hereafter called the subrecipient) does hereby:

Assign, transfer, set over and release to the Central Office Workforce Services Division, Employment Development Department, the State of California (hereafter called COWSD), all right, title and interest thereon, arising out of the performance of said subgrant together with all the rights of action accrued or hereafter accrue thereunder.

Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits, or other amounts (including any interest thereon), due or which may become due, and forward to COWSD checks (made payable to the Employment Development Department), for all proceeds so collected. The reasonable costs of any such action to effect the collection shall constitute allowable costs when approved by the Chief of COWSD, as stated in the said subgrant and may be applied to reduce any amounts otherwise payable to the COWSD under the terms thereof.

Agree to cooperate fully with COWSD as to any claims or suit in connection with such refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit COWSD to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2022.

Subrecipient's Authorized Representative

Joe Neves

Name (please print)

\_\_\_\_\_  
Signature

Chair – Kings County Board of Supervisors



**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT TAX CERTIFICATION**  
(Use only for a full subgrant closeout)

Subrecipient's Name County of Kings

Employer ID Number 94-6000814

In the performance of Subgrant Number AA111010,  
I certify that I have complied with the requirements of the law, and the Central Office Workforce Services Division, Employment Development Department, State of California, regarding the obtaining of employer identification/account numbers, collection, payment, deposit, and reporting of federal, state and local taxes and the provision of W-2 forms to employees who are not now my employees. For present employees, formerly under the award, W-2 forms will be required as per the California Employers Guide. Information on W-2 form reporting requirements is contained in Internal Revenue Service publication, "Employer's Tax Guide," (Publication 15, Circular E).

IN WITNESS WHEREOF, this certification has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Subrecipient's Authorized Representative

JOE NEVES  
Name (please print)

\_\_\_\_\_  
Signature

CHAIR – KINGS CO BOARD OF SUPERVISORS  
Title

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
 (Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA111010

Grant Code 201

Project Term 07/01/20 to 06/30/22

Total allocation for this grant code: \$176,038.00

- |   |                     |
|---|---------------------|
| 1. How much cash has been drawn down under this grant code?                             | <u>\$176,038.00</u> |
| 2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report | <u>\$176,038.00</u> |
| 3. Unexpended balance to be deobligated?  | <u>\$0.00</u>       |

Subrecipient's Authorized Representative

Cobi Revious  
Name (please print)

Cobi Revious  
Signature

Fiscal Analyst III  
Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE Report Type: Q  
 Grant Code: 201  
 Grant Term: 07/01/2020-06/30/2022 Report Period: 202206

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2020
2. Report Revision Number	1
3. Subgrant Number	AA111010
4. Subgrant Term From-To:	4/1/2020-6/30/2022
5. Total Allotment	\$176,038.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$176,038.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$14,910.42
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$14,910.42

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$15,755.40
3. Intensive Services/WIOA Career Services Ind.			\$7,886.50
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$126,008.00
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$11,477.68
6. Other			\$0.00
7. Total Program Expenditure	\$161,127.58	\$0.00	\$161,127.58

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2022 AA111 201 ADULT CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIUS	FISCAL ANALYST III	(559) 852-4973	8/19/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
 (Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA111010

Grant Code 202

Project Term 10/01/20 to 06/30/22

Total allocation for this grant code: \$878,437.00

- |   |                     |
|---|---------------------|
| 1. How much cash has been drawn down under this grant code?                             | <u>\$878,437.00</u> |
| 2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report | <u>\$878,437.00</u> |
| 3. Unexpended balance to be deobligated?  | <u>\$0.00</u>       |

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE      Report Type: Q  
 Grant Code: 202  
 Grant Term: 10/01/2020-06/30/2022      Report Period: 202206

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2020
2. Report Revision Number	1
3. Subgrant Number	AA111010
4. Subgrant Term From-To:	4/1/2020-6/30/2022
5. Total Allotment	\$878,437.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$878,437.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$66,568.18
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$66,568.18

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$12,104.55
3. Intensive Services/WIOA Career Services Ind.			\$132,656.90
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$623,378.55
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$43,728.82
6. Other			\$0.00
7. Total Program Expenditure	\$811,868.82	\$0.00	\$811,868.82

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$58,880.00	\$58,880.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2022 AA111 202 ADULT CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/19/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code   KNG  

Subgrant Number   AA111010  

Grant Code   292  

Project Term   07/01/20   to   06/30/21  

Total allocation for this grant code:   \$4,385.00  

1. How much cash has been drawn down under this grant code?   \$4,385.00  

2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report   \$4,385.00  

3. Unexpended balance to be deobligated?   \$0.00  

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title



Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 292  
 Grant Term: 07/01/2020-06/30/2021  
 Report Type: Q  
 Report Period: 202106

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2020
2. Report Revision Number	1
3. Subgrant Number	AA111010
4. Subgrant Term From-To:	4/1/2020-6/30/2022
5. Total Allotment	\$4,385.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$4,385.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

1. Program Cash Expenditures	\$4,385.00
2. Program Accrued Expenditures	\$0.00
3. Total 25% Rapid Response	\$4,385.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2022 AA111 292 RAPID RESPONSE LAYOFF AVERSION CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/19/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA111010

Grant Code 293

Project Term 10/01/20 to 06/30/21

Total allocation for this grant code:	<u>\$19,627.00</u>
1. How much cash has been drawn down under this grant code?	<u>\$19,627.00</u>
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report	<u>\$19,627.00</u>
3. Unexpended balance to be deobligated?	<u>\$0.00</u>

Subrecipient's Authorized Representative

Cobi Revious  
Name (please print)

Cobi Revious  
Signature

Fiscal Analyst III  
Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE      Report Type: Q  
 Grant Code: 293  
 Grant Term: 10/01/2020-06/30/2021      Report Period: 202106

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2020
2. Report Revision Number	1
3. Subgrant Number	AA111010
4. Subgrant Term From-To:	4/1/2020-6/30/2022
5. Total Allotment	\$19,627.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$19,627.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

1. Program Cash Expenditures	\$19,627.00
2. Program Accrued Expenditures	\$0.00
3. Total 25% Rapid Response	\$19,627.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2022 AA111 293 RAPID RESPONSE LAYOFF AVERSION CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIUS	FISCAL ANALYST III	(559) 852-4973	8/19/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA111010

Grant Code 301

Project Term 04/01/20 to 06/30/22

Total allocation for this grant code: \$981,804.00

1. How much cash has been drawn down under this grant code? \$981,804.00
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report \$981,804.00
3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE      Report Type: Q  
 Grant Code: 301  
 Grant Term: 04/01/2020-06/30/2022      Report Period: 202206

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2020
2. Report Revision Number	1
3. Subgrant Number	AA111010
4. Subgrant Term From-To:	4/1/2020-6/30/2022
5. Total Allotment	\$981,804.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$981,804.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$46,924.94
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$46,924.94

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Youth In School			\$24,784.01
2. Youth Out Of School			\$910,095.05
3. Total Program Expenditures	\$934,879.06	\$0.00	\$934,879.06
a. Youth Summer Employment Opportunities			\$0.00
b. WIOA Paid and Unpaid Work Experience			\$127,917.59

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Fed Share of Unliquidated Obligations for PFP			\$0.00
6. PFP Contract Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2022 AA111 301 YOUTH CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/19/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
 (Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA111010

Grant Code 500

Project Term 10/01/20 to 06/30/22

Total allocation for this grant code:	<u>\$191,789.12</u>
1. How much cash has been drawn down under this grant code?	<u>\$191,789.12</u>
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report	<u>\$191,789.12</u>
3. Unexpended balance to be deobligated?	<u>\$0.00</u>

Subrecipient's Authorized Representative

Cobi Revious  
Name (please print)

Cobi Revious  
Signature

Fiscal Analyst III  
Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 500  
 Grant Term: 10/01/2020-06/30/2022  
 Report Type: Q  
 Report Period: 202206

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2020
2. Report Revision Number	1
3. Subgrant Number	AA111010
4. Subgrant Term From-To:	4/1/2020-6/30/2022
5. Total Allotment	\$191,789.12
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$191,789.12

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$7,242.94
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$7,242.94

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$752.42
3. Intensive Services/WIOA Career Services Ind.			\$41,722.74
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$133,284.52
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$8,786.50
6. Other			\$0.00
7. Total Program Expenditure	\$184,546.18	\$0.00	\$184,546.18

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2022 AA111 500 ADULT CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/19/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA111010

Grant Code 501

Project Term 07/01/20 to 06/30/22

Total allocation for this grant code: \$110,893.00

1. How much cash has been drawn down under this grant code? \$110,893.00

2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report \$110,893.00

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious  
Name (please print)

Cobi Revious  
Signature

Fiscal Analyst III  
Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 501  
 Grant Term: 07/01/2020-06/30/2022  
 Report Type: Q  
 Report Period: 202206

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2020
2. Report Revision Number	1
3. Subgrant Number	AA111010
4. Subgrant Term From-To:	4/1/2020-6/30/2022
5. Total Allotment	\$110,893.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$110,893.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$5,943.86
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$5,943.86

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$3,304.61
3. Intensive Services/WIOA Career Services Ind.			\$1,752.11
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$96,975.93
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$2,916.49
6. Other			\$0.00
7. Total Program Expenditure	\$104,949.14	\$0.00	\$104,949.14

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2022 AA111 501 DISLOC CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/19/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
 (Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA111010

Grant Code 502

Project Term 10/01/20 to 06/30/22

Total allocation for this grant code: \$307,937.88

1. How much cash has been drawn down  
under this grant code? \$307,937.88

2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report \$307,937.88

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 502  
 Grant Term: 10/01/2020-06/30/2022  
 Report Type: Q  
 Report Period: 202206

**I. SUBGRANT INFORMATION**

1. Year Of Appropriation	2020
2. Report Revision Number	1
3. Subgrant Number	AA111010
4. Subgrant Term From-To:	4/1/2020-6/30/2022
5. Total Allotment	\$307,937.88
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$307,937.88

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$25,607.22
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$25,607.22

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$4,612.17
3. Intensive Services/WIOA Career Services Ind.			\$17,331.56
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$239,530.42
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$20,856.51
6. Other			\$0.00
7. Total Program Expenditure	\$282,330.66	\$0.00	\$282,330.66

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00



**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$19,943.00	\$19,943.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2022 AA111 502 DISLOC CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name LANCE, LIPPINCOTT	2. Title DIRECTOR	3. Phone Number (559) 852-4960	
4. Contact Name COBI L REVIOUS	5. Contact Title FISCAL ANALYST III	6. Phone Number (559) 852-4973	7. Date Submitted 8/19/2022

---

 Signature

---

 Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code   KNG  

Subgrant Number   AA111010  

Grant Code   540  

Project Term   07/01/20   to   06/30/21  

Total allocation for this grant code:   \$18,473.00  

1. How much cash has been drawn down  
under this grant code?   \$18,473.00  

2. Total expenditures reported in Section II  
of the WIOA Summary of Expenditures Report   \$18,473.00  

3. Unexpended balance to be deobligated?   \$0.00  

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE      Report Type: Q  
 Grant Code: 540  
 Grant Term: 07/01/2020-06/30/2021      Report Period: 202106

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2020
2. Report Revision Number	1
3. Subgrant Number	AA111010
4. Subgrant Term From-To:	4/1/2020-6/30/2022
5. Total Allotment	\$18,473.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$18,473.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

1. Program Cash Expenditures	\$18,473.00
2. Program Accrued Expenditures	\$0.00
3. Total 25% Rapid Response	\$18,473.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2022 AA111 540 RAPID RESPONSE CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIUS	FISCAL ANALYST III	(559) 852-4973	8/19/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA111010

Grant Code 541

Project Term 10/01/20 to 06/30/22

Total allocation for this grant code: \$82,686.00

1. How much cash has been drawn down under this grant code? \$82,686.00

2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report \$82,686.00

3. Unexpended balance to be deobligated? \$0.00

Subrecipient's Authorized Representative

Cobi Revious  
Name (please print)

Cobi Revious  
Signature

Fiscal Analyst III  
Title

Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE      Report Type: Q  
 Grant Code: 541  
 Grant Term: 10/01/2020-06/30/2022      Report Period: 202109

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2020
2. Report Revision Number	1
3. Subgrant Number	AA111010
4. Subgrant Term From-To:	4/1/2020-6/30/2022
5. Total Allotment	\$82,686.00
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$82,686.00

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

1. Program Cash Expenditures	\$82,686.00
2. Program Accrued Expenditures	\$0.00
3. Total 25% Rapid Response	\$82,686.00

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2022 AA111 541 RAPID RESONSE CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/19/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
CLOSEOUT STATUS OF CASH**  
(Use for all closeouts)

Subrecipient Name and Address

Kings County

124 North Irwin Street

Hanford, CA 93230

Subrecipient Code KNG

Subgrant Number AA111010

Grant Code 1222

Project Term 07/01/20 to 09/30/21

Total allocation for this grant code:	<u>\$3,846.16</u>
1. How much cash has been drawn down under this grant code?	<u>\$3,846.16</u>
2. Total expenditures reported in Section II of the WIOA Summary of Expenditures Report	<u>\$3,846.16</u>
3. Unexpended balance to be deobligated?	<u>\$0.00</u>

Subrecipient's Authorized Representative

Cobi Revious

Name (please print)

Cobi Revious

Signature

Fiscal Analyst III

Title



Subgrantee Code: KINGS COUNTY JOB TRAINING OFFICE  
 Grant Code: 1222  
 Grant Term: 07/01/2020-09/30/2021  
 Report Type: Q  
 Report Period: 202109

**I.SUBGRANT INFORMATION**

1. Year Of Appropriation	2020
2. Report Revision Number	1
3. Subgrant Number	AA111010
4. Subgrant Term From-To:	4/1/2020-6/30/2022
5. Total Allotment	\$3,846.16
6. Closeout Report (Y/N)	Yes

**II. TOTAL EXPENDITURES (Admin + Program)** \$3,846.16

**III. ADMINISTRATIVE EXPENDITURES**

1. Administrative Cash Expenditures	\$0.00
2. Administrative Accrued Expenditures	\$0.00
3. Total Admin Expenditures	\$0.00

**IV. OTHER REPORTABLE ITEMS (ADMIN)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**V. CUMULATIVE EXPENDITURES (PROGRAM)**

	Cash Expenditure	Accrued Expenditure	Total Expenditure
1. Core Self Services			\$0.00
2. Core Registration/WIOA Career Services Basic			\$0.00
3. Intensive Services/WIOA Career Services Ind.			\$0.00
4. Career Services Follow-Up			\$0.00
5. WIOA Training Services			
a. WIOA Training Payments			\$3,846.16
b. WIOA Other Training Services			\$0.00
c. WIOA Training Supportive Services			\$0.00
6. Other			\$0.00
7. Total Program Expenditure	\$3,846.16	\$0.00	\$3,846.16

**VI. OTHER REPORTABLE ITEMS (PROGRAM)**

1. Non-Federal Support (Stand-in)	\$0.00
2. Unliquidated Obligations	\$0.00
a. Unliquidated Obligations-Core and Intensive Services/Career Services	\$0.00
b. Unliquidated Obligations-Training Services	\$0.00
c. Unliquidated Obligations-Other	\$0.00
3. Program Income Earned	\$0.00
4. Program Income Expended	\$0.00

**VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)**

	Cash Contributions	In-Kind Contributions	Total
1. Federal Mandated Match	\$0.00	\$0.00	\$0.00
2. State Mandated Match	\$0.00	\$0.00	\$0.00
3. Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
4. Non-Federal Leveraged Resources	\$0.00	\$0.00	\$0.00
5. Leveraged Training Resources			\$0.00
6. Fed Share of Unliquidated Obligations for PFP			\$0.00
7. PFP Contract Expenditures			\$0.00
8. Transitional Jobs Expenditures			\$0.00
9. Incumbent Worker Training Expenditures			\$0.00

**VIII. 9130 - RECIPIENT SHARE OF EXPENDITURES**

1. Total Recipient Share of Expenditures	\$0.00
2. Total Program Income Earned	\$0.00
3. Total Program Income Expended	\$0.00

**IX. COMMENTS**

JUNE2022 AA111 1222 HIGH PERFORMING BOARD CLOSEOUT REPORT

**X. CERTIFICATION**

1. Name	2. Title	3. Phone Number	
LANCE, LIPPINCOTT	DIRECTOR	(559) 852-4960	
4. Contact Name	5. Contact Title	6. Phone Number	7. Date Submitted
COBI L REVIOUS	FISCAL ANALYST III	(559) 852-4973	8/19/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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 27, 2022

**SUBMITTED BY:** Public Works Department – Dominic Tyburski/Mitchel Cabrera

**SUBJECT:** TRACT 931 PHASE ONE - JACKSON RANCH

**SUMMARY:**

**Overview:**

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

**Recommendation:**

- a. Approve the Final Map for Tract 931 Phase One - Jackson Ranch;
- b. Authorize the Clerk of the Board to sign the map.

**Fiscal Impact:**

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

**BACKGROUND:**

This final map is Tract 931 Phase 1 - Jackson Ranch. This tract map subdivides property near Utica Avenue and 25<sup>th</sup> Avenue in Kings County.

Pursuant to the conditions of approval for this land division, the right of way will be accepted by the County on behalf of the public, but the private streets will not be accepted for maintenance.

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

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 27, 2022

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

**SUBJECT:** NEW COUNTY POLICY 10-21 LACTATION ACCOMMODATION

**SUMMARY:**

**Overview:**

The Fair Labor Standards Act (“FLSA”) and the California Labor Code require employers to provide reasonable breaks and appropriate facilities to accommodate employees who choose to express breastmilk at work for their infant child. The Lactation Accommodation policy is needed to comply with federal and state laws.

**Recommendation:**

**Approve the Lactation Accommodation Policy.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Employees have the right to request a reasonable accommodation for lactation under the Fair Labor Standards Act (“FLSA”) and the California Labor Code, including having appropriate facilities to accommodate employees who choose to express breastmilk at work for their infant children. Employers are required to create a written lactation accommodation policy that is provided to employees upon hire, included in an employee handbook and given to any employee who inquires about or requests parental leave.

Staff from Human Resources and County Counsel drafted a lactation policy to meet FLSA and California Labor Code requirements. This draft policy and request form was distributed to all department heads for input and any feedback was incorporated into the final draft. Each bargaining unit also received the drafted policy and request form for review. An offer to meet and confer on the impacts of the policy was extended to each bargaining unit, and no request to do so was received. The proposed policy and request form are attached.


**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.

	<p><b>COUNTY OF KINGS</b> California <b>POLICY MANUAL</b></p>	<p>Policy Subject: Lactation Accommodation Policy Section: 10 Number: 21 BOS Agenda Date: 9/13/2022 Tape: Reading: File No.</p>
<p>SUBJECT</p> <p><u>Lactation Accommodation Policy</u></p>	<p>By Action of the Board of Supervisors</p> <p><input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Emergency Action</p>	
<p>DEPARTMENT</p> <p>Human Resources Department</p>	<p>Effective Date: Revision Date: <i>Citation: Federal Law State Law</i></p>	
<p><b>Overview:</b> This policy complies with employer lactation accommodation requirements in the federal Fair Labor Standards Act and the California Labor Code.</p>		

## LACTATION ACCOMMODATION POLICY

### I. PURPOSE

The purpose of this policy is to comply with the federal and state laws requiring the County of Kings (“County”) to provide reasonable breaks and appropriate facilities to accommodate employees who choose to express breastmilk at work for their infant child.

### II. FACILITIES FOR BREASTFEEDING

Employees who choose to express breastmilk at work will be provided with the use of appropriate facilities in accordance with the law for their use in breastfeeding in private. At a minimum, the facilities provided shall be in close proximity to the employees’ work area, shielded from view, and free from intrusion while the employee is expressing milk. Additionally, the facilities provided must satisfy all of the following requirements:

1. The facilities may not be a bathroom.
2. The facilities must be safe, clean, and free from hazardous materials.
3. The facilities must contain a surface to place a breast pump and personal items.
4. The facilities must contain a place to sit.
5. The facilities must have access to electricity or alternative devices needed to operate an electric or battery-powered breast pump, including but not limited to, extension cords or charging stations.
6. The employee’s work area if it can be sufficiently made private.

Employees who express breastmilk at work shall be provided access to a sink with running water and a refrigerator or another cooling device suitable for storing milk provided by the County (e.g., cooler) in close proximity to their workspace. If shared space or multi-purpose facilities are used for breastmilk expression, the facilities must be made available for breastmilk expression when needed and must comply with the requirements set forth in this Policy.

### **III. BREAKS FOR BREASTFEEDING**

In accordance with the law, an employee shall be provided with a reasonable amount of break time to express breastmilk each time the employee has the need to express breastmilk.

Break time shall, if possible, run concurrently with any paid break time that is already provided to the employee. The time provided beyond the County paid break time shall be unpaid unless an employee has enough paid leave hours to cover such additional time (e.g., vacation or compensatory time off).

For certain “safety” positions, members desiring to take a lactation break shall notify dispatch or a supervisor prior to taking such a break. Such breaks may be reasonably delayed if they would seriously disrupt department operations (Labor Code § 1032). Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The County recognizes that there may be circumstances in which an employee may need additional time to express breastmilk or may need to express breastmilk at times other than during regularly scheduled breaks. In such circumstances and with the employee’s supervisor’s prior approval, the employee may use accrued leave balances. In the event the employee has no accrued leave balances available, additional break time for breastmilk expression that does not run concurrently with the break time already provided to the employee shall be unpaid, or employee may, with management approval, flex their day to make up the hours of unpaid time (e.g., take a shorter meal break).

The County is not required to provide break time under this Policy if to do so would seriously disrupt the operations of the employer. If a supervisor believes such would occur, they must contact the Human Resources Department.

### **IV. EMPLOYEES’ RIGHTS TO REQUEST ACCOMMODATION FOR BREASTFEEDING**

Employees have the right to request accommodation for lactation and the right to express breastmilk in the workplace. The County prohibits discrimination, harassment, or retaliation against any employee who exercises these rights. An employee engaging in such misconduct may be subject to disciplinary action, up to and including termination of employment.

Any complaint of discrimination, harassment, or retaliation based on an employee's rights under this Policy shall be addressed in accordance with the County's Policy and Guidelines on Discrimination and Harassment.

Employees have the right to file a complaint with the Labor Commissioner for a violation of a right under Chapter 3.8 of the California Labor Code.

## **V. PROCEDURES FOR REQUESTING ACCOMMODATION FOR BREASTFEEDING**

Employees have the right to request a reasonable accommodation for lactation (e.g., break time in accordance with Section III and/or use of facilities in accordance with Section II of this Policy). An employee seeking a lactation accommodation should inform the employee's immediate supervisor in advance, if possible, of the start date of the accommodation. To initiate the request, the employee shall complete the Lactation Accommodation Request Form (Appendix A) and submit the form to their department.

The supervisor shall review and respond to the employee's request for reasonable accommodation as soon as reasonably possible. Responses to the accommodation request are approved, denied or request clarification from the employee. However, if the Department cannot provide a break time or facilities that comply with the requirements of this Policy or is unable to accommodate a request, the supervisor shall notify their department head and Human Resources before providing any response to an employee which denies a request for accommodation under this Policy.

The supervisor shall:

1. Confirm availability of a lactation room or location. The Department is responsible for reserving the room or location, if necessary;
2. Confirm employee has access to electricity, a sink, and a refrigerator or other cooling device in compliance with this Policy;
3. Coordinate with employee to identify a schedule for break(s);
4. Review, complete, and sign the Lactation Accommodation Request form; and,
5. Follow County's Personnel Rules (Chapter 7) as it pertains to unpaid leaves of absences for the intermittent unpaid periods.

The Department reserves the right to deny requests for break time if its operation would be seriously disrupted by providing the requested break time. Employees have a right to file a complaint with the Labor Commissioner for a violation of a right under Chapter 3.8 of the California Labor Code.

If the Department cannot provide a break time or a room/location that complies with this Policy, the County shall provide a written response to the employee.



## **VI. EMPLOYEES' RESPONSIBILITIES**

Employees are responsible for reviewing this Policy, timely notifying their supervisors of the need for accommodation, and for complying with all procedures set forth in this Policy.

Employees are required to securely store all lactation equipment (e.g., breast pumps, storage containers, etc.) at their personal workstations or at another location designated by the Department for storing breastfeeding equipment. The County is not responsible for any lost or stolen lactation equipment. Breastmilk containers should be clearly labeled with name and date and removed by close of business each day.

Employees are responsible for keeping facilities used for lactation clean and for complying with any applicable security or other Departmental guidelines in using facilities.

## **VII. DEPARTMENTS' RESPONSIBILITIES**

In accordance with the law, Departments are responsible for distributing a copy of this Policy to all current employees, to new employees upon hire, and any time an employee inquires about or requests Pregnancy Disability Leave (PDL).

Departments shall retain documentation for a minimum period of four years showing the date this Policy was distributed and the employee(s) to whom it was distributed or as otherwise required under law and the County's retention policies and procedures. A copy of this Policy shall be posted on the County's website available to all employees as required by law.

Departments are responsible for ensuring that all management employees (e.g., supervisors, managers, Deputy Directors, etc.) are familiar with this Policy. It is the responsibility of each Department to ensure that it provides employees who breastfeed with reasonable accommodations (including reasonable break times and the use of facilities) as required by law. Departments are encouraged to contact Human Resources should they have any questions regarding this Policy.



## LACTATION ACCOMMODATION REQUEST FORM

In accordance with the County of Kings Lactation Policy (the Policy), breastfeeding employees shall be provided reasonable breaks and a space to express milk during working hours. To request lactation accommodation, employees must complete, sign and submit this form to their Agency/Department in advance of the start of the request.

Employee Information	
Name:	Email:
Title/Classification:	Telephone Number:
Agency/Department:	Office Location:
Supervisor Name:	Supervisor Phone Number:
Employee Work Schedule:	# and Length of Paid Break(s): And Unpaid Lunch:

Lactation Accommodation Request						
1. Anticipated Duration: From Date (MM/DD/YYYY):	To Date (MM/DD/YYYY):					
2. Do you need assistance with reserving a space, if reservation is needed?	<input type="checkbox"/> Yes <input type="checkbox"/> No					
3. Do you need additional time beyond break(s) and/or lunch to express milk?	<input type="checkbox"/> Yes <input type="checkbox"/> No					
4. # of Additional Daily Breaks Requested:	5. Estimated Length of Each Additional Break:					
Please check all dates that apply, enter the appropriate times that you will take, and indicate whether you will be using your paid break(s) ("P") or unpaid meal period/time ("U"):						
<input type="checkbox"/> Monday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Thursday	<input type="checkbox"/> Friday	<input type="checkbox"/> Saturday	<input type="checkbox"/> Sunday
-	-	-	-	-	-	-
-	-	-	-	-	-	-
--	--	--	--	--	--	--
6. Other accommodations requested:						
<b>By signing below, I hereby certify that I have read, understand and agree to the terms of the Policy.</b>						
_____				_____		
Employee's Signature				Date		

Department Response	
<b>By signing below, I hereby certify that I have reviewed the lactation accommodation request with the employee.</b>	
The request was:	<input type="checkbox"/> Approved as requested. <input type="checkbox"/> Approved with modifications: <input type="checkbox"/> Denied due to: _____
_____	_____
Supervisor Name/Signature	Date
<b>NOTE: Supervisor must consult with Department Head and Human Resources prior to denying any lactation accommodation requests.</b>	
Date Received:	Date Returned:

Original: Department Medical File  
 Copy: Employee and Human Resources Medical File



# 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 27, 2022

**SUBMITTED BY:** Public Works Department – Dominic Tyburski/Mel Laningham

**SUBJECT:** FLEET VEHICLE PURCHASE ORDERS

**SUMMARY:**

**Overview:**

The Public Works - Fleet Division is requesting the purchase of 16 vehicles from the Fleet's budget for Fiscal Year 2022-2023 as per the County of Kings Purchasing Policy.

**Recommendation:**

**Authorize the Purchasing Manager to approve the Purchase Orders for 16 vehicles using Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium.**

**Fiscal Impact:**

The total cost of this vehicle purchase request is \$909,000. Funding for these vehicle purchases is included in the Adopted FY 2022-2023 Budget within Budget Unit 925600.

**BACKGROUND:**

Sourcewell serves government, education, and nonprofit organizations with a cooperative purchasing program that manages solicitation requirements and offers a network of awarded contracts. The County has utilized this service for a number of years, and it complies with the County approved purchasing requirements. The Fleet Division will be purchasing twelve (12) Dodge Charger patrol vehicles, (1) Dodge Ram truck, and three (3) Dodge Durangos for the Sheriff's Department and Probation Department through the County Fleet Replacement Plan. The Purchase order is for \$700,000 for the Chargers, \$58,000 for the Ram truck, and \$151,000 for the Durangos. All vehicles are budgeted in the in 925600, account 94010, 94002 and 94003.

**BOARD ACTION :**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 27, 2022

**SUBMITTED BY:** Public Works Department –Dominic Tyburski/Rhonda Mann

**SUBJECT:** PARKS PRUNING TOWER

### **SUMMARY:**

#### **Overview:**

The Board approved a lease to own (purchase) for an Afron Pruning Tower on April 26, 2022. Unfortunately, the equipment was not in stock and will not be available until January of 2023. Staff has found a new Guardian Pruning Tower to lease through Community Lease Partners and the equipment is currently on hold pending Board's approval. The cost is approximately \$10,000 more than what was approved in April, however it is of better quality and should last longer.

#### **Recommendation:**

- a. Authorize the financing of a Pruning Tower through Community Leasing Partners;
- b. Authorize the Purchasing Manager to sign the Purchase Order.

#### **Fiscal Impact:**

There is no impact to the General Fund. The lease to own (purchase) amount of the new Pruning Tower is \$50,896. It will be financed through Community Leasing Partners for six years at a monthly cost of \$720 as included in the Parks and Grounds Division's adopted FY 2022-2023 budget. This payment amount will be included in subsequent annual Parks Budgets. The purchase will be paid out of Public Works Fund 500300, Department 925300, account 92060 (Capital Lease).

### **BACKGROUND:**

The Division's current Pruning Tower is 23 years old and approaching the end of its useful life. The new Tower will be Tier 4 compliant and allow the Division to keep up with routine maintenance and safety pruning more efficiently. Currently, there are not any Air Board incentives for replacement, and no electric equivalents. The lease to own (purchase) of a new 25-foot Guardian Pruning Tower is necessary to help keep Park's maintenance equipment compliant with Air board standards. Through Community Lease Partners, the County will enter into a lease to own finance contract upon completion of which, the pruning tower will be County property. The finance contract has been 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 of the Board

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

COUNTY OF KINGS  
Office of the County Counsel

KINGS COUNTY  
GOVERNMENT CENTER  
1400 W. LACEY BLVD.  
LAW BLDG. NO. 4  
HANFORD, CA 93230  
TEL: (559) 852-2445  
FAX: (559) 584-0865



DIANE FREEMAN  
County Counsel

Deputies:  
RISÉ A. DONLON  
FRANK A. RUIZ  
THOMAS Y. LIN  
CINDY CROSE KLIEVER  
SEAN CASH  
SUSAN M. FISHER

September 14, 2022

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

**Re: Lessee: The County of Kings**

Ladies and Gentlemen:

As legal counsel to the County of Kings (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 3/1/2022, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 3/1/2022, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.


Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is County of Kings.
- (2) Under California Government Code section 23000 et seq., Lessee is a public body corporate and politic, duly organized, and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Diane Freeman, County Counsel

By:   
Cindy Crose Kliever,  
Deputy County Counsel







# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 27, 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. 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. On September 20, 2022, the Board was presented with the initial draft of the ordinance and consideration to introduce and waive the first reading. However, substantial edits to the initial ordinance were identified which now requires a reintroduction of the revised ordinance via a first reading.

**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.

(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 27, 2022**

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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 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.

On September 20, 2022, the Board was presented with the initial draft ordinance for introduction and consideration to waive the first reading. Upon deliberation, substantial edits were identified as necessary to ensure that the ordinance was a better fit for the County's current infrastructure via the permitted haulers and Kings Waste and Recycling Authority. Below are the edits that were made to the initial ordinance and incorporated into the revised ordinance being offered for reintroduction:

## **Agenda Item**

### **FIRST READING OF ORDINANCE FOR SENATE BILL 1383 ORGANIC WASTE RECYCLING AND FOOD RECOVERY**

**September 27, 2022**

**Page 3 of 3**

- Sec. 13-8. Definitions
  - Delete the definition of Compostable Plastic(s)
- Sec. 13-37. Responsibility of Solid Waste Collection Licensees
  - Delete the Annual Financial Report requirement
- Sec. 13-40. Delinquent Accounts; Liens
  - Extend the time in which delinquent payment is due from a notified customer from 30 to 60-days. Once an account is delinquent for three months, the County will notify the customer of the delinquent account. Once notified, the customer will have 60-days to pay the delinquency before a potential lien is placed on the property.
- Other edits are currently under review for legality that would solidify a more traditional understanding of what can be recycled in the blue recycle bin versus what goes into the green compostable bin. Such an approach to the ordinance will hopefully reduce customer confusion and help reduce contamination in both recycle and compost loads for KWRA – which would impact their diversion rates, in turn negatively impacting the Joint Powers Authority and all member agencies. Any finalized edits able to be made to this end will be presented in the revised ordinance.

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.** The actions taken hereunder are exempt from the California Environmental Quality Act (CEQA) pursuant to state CEQA Guidelines section 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (county) for the protection of the environment. Staff is directed to file a notice of exemption in compliance with CEQA.

**Section 4.** 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 27, 2022, and was adopted at a regular meeting of the Board of Supervisors on October 4, 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 October 2022.

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

## 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) With the exception of areas regulated by community service districts, 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 haulers be authorized to operate within the unincorporated areas of the county.
- (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 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, licensed haulers, 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 Joint Powers Agreement entered into on September 12, 1989, as amended on March 3, 1992, September 13, 1994, and February 27, 1996, that mandates its members to transfer solid waste collected to Kings Waste and Recycling Authority, located at 7803 Hanford Armona Road, Hanford, California.
- (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.**

The rates licensed haulers charge customers shall be prescribed by the agreements between licensed haulers 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 haulers shall include the administrative fee in their customer invoices and collect the administrative fees on behalf of the county. Licensed haulers shall transfer the administrative fees as prescribed in the contracts between the county and licensed haulers.

**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 and issuance or denial of licenses to collect and haul solid waste, consistent with this chapter and the rules and regulations adopted by the board. The director of the public Health department, or their designee, 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., Health and Safety Code Section 25110 et seq., and Title 14 California Code of Regulations Section 17225 et seq. When used in this chapter, the following words shall have the meaning ascribed to them as set forth in this ordinance. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision. 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, or as otherwise defined in 14 CCR Section 18982(a)(5)
- (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) *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, or as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) units is not a commercial business for purposes of implementing this ordinance.
- (11) *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, or as otherwise defined in 14 CCR Section 18982(a)(7)
- (12) *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, or as otherwise defined in 14 CCR Section 18982(a)(7).
- (13) *Compliance review* means a review of records by the county, or its designee, to determine compliance with this ordinance.
- (14) *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, or as otherwise defined in 14 CCR Section 18982(a)(10).
- (15) *Composting facility* means a permitted solid waste facility at which composting is conducted and which produces compost.
- (16) *Container contamination or contaminated container* means a container, regardless of color, that contains prohibited container contaminants, or as otherwise defined in 14 CCR Section 18982(a)(14)
- (17) *Container* means any bin, roll-off box, vessel, can or receptacle used for collecting solid waste for removal, whether owned by the collector, licensed hauler, self-hauler, property owner or tenant.
- (18) *County enforcement official* means the director of the county's public health department.

- (19) *C&D* means construction and demolition debris.
- (20) *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 licensed hauler, a private entity, or a combination of those entities.
- (21) *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, or as otherwise defined in 14 CCR Section 18982(a)(18). 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.
- (22) *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, or as otherwise defined in 14 CCR Section 18982(a)(19)
- (23) *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 county 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.
- (24) *Food distributor* means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (25) *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, and 14 CCR Section 18982(a)(23).

- (26) *Food recovery* means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (27) *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.

- (28) *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, or as otherwise defined in 14 CCR Section 18982(a)(26). A food recovery service is not a commercial edible food generator for the purposes of this ordinance.
- (29) *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.
- (30) *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, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (31) *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.
- (32) *Food waste* means all institutional, residential, and commercial food product waste, including food scraps.

- (33) *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.
- (34) *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.
- (35) *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, or as otherwise defined in 14 CCR Section 18982(a)(28).
- (36) *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, or as otherwise defined in 14 CCR Section 18982(a)(29).
- (37) *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.
- (38) *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.
- (39) *Hauler route* means a licensed hauler's designated itinerary or sequence of stops in the unincorporated area of Kings County.
- (40) *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).
- (41) *KWRA* means the Kings Waste and Recycling Authority, the joint powers agency consisting of the county and member cities.
- (42) *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.

- (43) *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.
- (44) *License* means a solid waste collection license issued by the public works director pursuant to Article III of this chapter.
- (45) *Licensed hauler* means any person or entity which has obtained a solid waste collection license from the county pursuant to Article III of this chapter.
- (46) *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 17402(a)(10).
- (47) *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).
- (48) *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.
- (49) *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.

- (50) *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 117690.
- (51) *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.
- (52) *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).
- (53) *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).
- (54) *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).
- (55) *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.
- (56) *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.
- (57) *Occupant* means every owner, tenant, lessee, or person having the care or control of any property or premises.
- (58) *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). Notwithstanding this definition, organic textiles and carpets shall not be placed in the green container.
- (59) *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).

- (60) *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).
- (61) *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.
- (62) *Premises* means a tract or parcel of land with or without habitable buildings or appurtenant structures.
- (63) *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).
- (64) *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, or as otherwise defined in 14 CCR Section 18982(a)(55).
- (65) *Public works director* means the county's public works director, or their authorized representative.
- (66) *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.
- (67) *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).
- (68) *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).
- (69) *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.

- (70) *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).
- (71) *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).
- (72) *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).
- (73) *Route review* means a visual inspection of containers along a hauler 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).
- (74) *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.
- (75) *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.
- (76) *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.
- (77) *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).
- (78) *Single-family* means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (79) *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.
- (80) *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.
- (81) *Solid waste hauler* 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.
- (82) *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.
- (83) *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.
- (84) *Solid waste processor* means any person regularly engaged in solid waste processing, including a buy-back facility as defined herein.
- (85) *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.
- (86) *Source separated blue container organic waste* means source separated organic waste that is non-putrescible that can be placed in a blue container and that is limited to the collection of those organic wastes and non-organic recyclables as defined in Section 18982(a)(43), and excluding carpets and textiles, or as otherwise defined by Section 17402(a)(26.7).
  - (87) *Source separated green container organic waste* means source separated organic waste that can be placed in a green container specifically for the separate collection of organic waste by the generator, excluding carpets, non-compostable paper, textiles and source separated blue container organic waste.
  - (88) *Source separated recyclable materials* means source separated non-organic recyclables and source separated blue container organic waste.
  - (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) *State* means the State of California.
  - (91) *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).
  - (92) *Three-container collection services* are services provided for the collection and hauling of solid waste by licensed haulers. A current list of licensed haulers are available at the public works department.
  - (93) *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, or as otherwise defined in 14 CCR Section 18982(a)(71).
  - (94) *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, or as otherwise defined in 14 CCR Section 18982(a)(74).

(95) *White goods* means kitchen or other large appliances.

(96) *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).

(97) *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 director of the public health department. 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 director of the public health department.

(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 a three-container collection service (blue container, green container, and gray container) 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 director of the public health department, 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 director of the public health department 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 director of the public health department, 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 director of the public health department. 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 13-13(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 green 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 haulers.**

- (1) No person shall provide residential, commercial, or industrial solid waste collection services within the unincorporated areas of Kings County without first obtaining a license from the public work's director, which will be memorialized in an agreement between the county and licensed hauler.
- (2) Persons providing residential, commercial, or industrial solid waste collection services to generators within the unincorporated areas of Kings County shall meet the following requirements and standards as a condition of initial and continued approval to collect and haul solid 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 haulers 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 solid 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 hauler'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 hauler, 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 hauler, 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.

**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 hauler 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 haulers.

**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 hauler 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 hauler license shall include all the requirements of this chapter including, but not limited to, the responsibilities of solid waste hauler

licensees as set forth in 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 director of the public health department are responsible for the review and evaluation of applications for solid waste hauler licenses. Upon receipt of an application and the required fees, the public works director shall forward a copy of the application to the director of the public health department.

- (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 hauling days and time.
  - (c) A comprehensive statement setting forth the applicant's experience in providing commercial solid waste hauling 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 director of the public health department 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 director of the public health department'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 hauler 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 hauler services.**

The following persons are not required to obtain a solid waste hauler 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 13-7.

**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 Kings 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 hauler 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 haulers, 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 hauler licensees.**

- (1) In addition to other requirements of this chapter, each licensed hauler shall comply with the following requirements:
  - (a) *Performance standards.* The licensed hauler shall provide solid waste collection service in compliance with the performance standards adopted by the board by resolution.
  - (b) *Litter and nuisance prevention.* The licensed hauler 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 licensed hauler 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 haulers 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 licensed hauler 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 licensed hauler 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 hauler 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, pursuant to the 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 hauler 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 hauler shall enter into an agreement (use agreement) with KWRA which guarantees that KWRA will accept the licensed hauler's solid waste and recyclables for the term of the license and guarantees that the licensed hauler 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.
  - (h) *Customer lists.* The licensed hauler 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.
- (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 hauler may be inspected by the director of the public health department at any reasonable time, at the point of operation or at the licensed hauler's service yard.
  - (4) *Insurance requirements.* Solid waste hauler 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 haulers 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.
- (6) *Three-container system.* Licensed haulers shall provide green, blue and gray containers to all residential and commercial premises for the collection of discarded materials, consistent with agreement between the county and licensed haulers.

**Sec. 13-38. Office and customer information requirements.**

Each licensed hauler 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 hauler 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 hauler shall supply all serviced premises with printed information cards containing information regarding amounts of solid waste which will be collected, proper source separation guidelines consistent with the three-container system of blue, green and gray containers, 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 licensed hauler shall be billed directly by that licensed hauler. 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 hauler, 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 hauler 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 hauler, 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 sixty (60) 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 hauler, less any offset for amounts due the county from that licensed hauler.

**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 hauler 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 generators, commercial businesses (including multi-family residential dwellings), property owners, collectors, licensed haulers, 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 haulers to perform certain inspection and/or investigation activities under this section pursuant to the terms of the agreement with the licensed hauler and as authorized by law.
- (5) Persons who know or reasonably suspect that an entity or person is not in compliance with this chapter and 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 director of the public health department shall be responsible for the enforcement of this chapter and the rules and regulations adopted by the board.
- (2) The director of the public health department 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 director of the public health department 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 three-container system 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.





# 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 27, 2022**

**SUBMITTED BY:** Department of Public Health –Rose Mary Rahn

**SUBJECT:** NOVEL CORONAVIRUS 2019 COUNTY UPDATE

**SUMMARY:**

**Overview:**

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

**Recommendation:**

**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.**

**Fiscal Impact:**

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

**BACKGROUND:**

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to

(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**

### **NOVEL CORONAVIRUS 2019 COUNTY UPDATE**

**September 27, 2022**

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fourteen days after exposure. Currently, there are vaccines for antiviral treatment of COVID-19. County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. Per Board determination on July 12, 2022, an update will be provided every two weeks to the Board on County related activities and response.